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## The Solicitors' Journal and Reporter.

LONDON, MARCH 17, 1888.

## CURRENT TOPICS.

IN ORDER TO AVOID applications for retransfer, a list is exhibited in the Cause Clerks' Room, No. 136, Royal Courts of Justice, of actions some of which it is proposed to include in the one hundred about to be transferred to Mr. Justice KEKEWICH from Mr. Justice CHITTY, Mr. Justice NORTH, and Mr. Justice STIRLING. Any of the parties objecting to the transfer of any particular cause are requested to leave with the cause clerks, on or before the 19th of March, a statement of the grounds of such objection.

THE LIABILITY OF TRUSTEES BILL was read a second time in the House of Lords on the 8th inst., and on Monday last was referred to a Select Committee. The reception it met with from Lord SALISBURY and Lord FITZGERALD encourages the hope that the present session may see the passing of a measure which will rescind many of the rules invented by the judges for the embarrassment of trustees.

THE INADEQUATE AMOUNT awarded by the Court of Appeal to be paid as security for costs ought to have some other name applied to it. As a rule, we believe the amount ordered to be paid into court or to be secured does not cover a tithe of the costs which have ultimately to be paid. It is true the party giving the security is not always unsuccessful, but seeing that the object of procuring security for costs is to ensure that the applicant for security shall suffer no loss by reason of the poverty of an unsuccessful litigant, it would seem that the amount paid into court or secured should be something more than a mere fraction of the possible loss. The judges say that to require full security would, in many cases, be a denial of justice. This, no doubt, is true, but the mockery of the present system would be in some measure veiled if for "security for costs" there were substituted the phrase "caution money."

THE LORD CHANCELLOR, who is apparently determined to leave extensive traces of his handiwork on the Statute Book this session, has just introduced a Bill to amend the Coroners Act of last session, in which changes of great importance are proposed. Clause 1 vests the appointment of coroners for counties and boroughs and franchise coroners in the Lord Chancellor. Clause 2 extends the jurisdiction of a coroner to inquiry into the cause of any fire occurring within his jurisdiction, provided he is requested so to do by the authorities mentioned in the clause. And clause 3 provides for the remuneration of county coroners by "such reasonable annual salary out of the local rate as may be agreed upon between the coroner and the local authority of the county, or as, in default of agreement, may be determined by a Secretary of State, having regard to the average number of inquests held by the coroner in the five years immediately preceding this Act," with a provision for the revision, with regard to the same test, of the salary after the lapse of every successive period of five years. A

subsequent clause enables the division of a county into coroners' districts and the alteration of coroners' districts by Order in Council.

THE TRUST COMPANIES BILL was rejected by the House of Lords on Monday, in spite of Mr. Justice Kay's certificate (which Lord HOBHOUSE stated he had that learned judge's authority to give) that "the Bill now before their lordships would bring about a reform such as was required." We may be permitted to observe that it is a new practice for a judge to undertake the duty of deciding a matter hitherto supposed to be the exclusive province of the Legislature. The Lord Chancellor stated that the Government had before their consideration the question whether it would not be their duty to suggest the appointment of public trustees—i.e., persons who would take upon themselves under a public guarantee the performance of trusts; and intimated that the subject would probably be referred to a Select Committee. We publish elsewhere a letter from the chief promoter of the Bill, stating very fairly and temperately his view of the matter, and laying stress on the advantage, as regards professional interest, of trust companies as opposed to official trustees. He rather overlooks the consideration that while trust companies are likely to do their utmost to obtain business for themselves and their "founders," a Government official is not likely to do more than he is compelled to do. We do not think that solicitors will greatly "fear" official trustees.

THE CONFERENCE of representatives of the provincial law societies with the Council of the Incorporated Law Society on the Land Transfer Bill was held with closed doors, but we print elsewhere the resolutions which were passed. We think that our readers will peruse them with some surprise. The main stress of the objection is not to compulsion but to the particular mode of compulsion adopted in the Bill. We can conceive a promoter of the measure, after reading the first five resolutions, saying to himself: "This is better than I expected: I feared we should have to give up compulsion, but here I find that a conference of representative solicitors first delivers itself of a harmless platitude; then mildly shakes its head at compulsory registration, 'recognizing,' nevertheless, that the question is 'one of public policy'; then objects strongly to the double registration proposed, and then proceeds to suggest a modified compulsion." It may be assumed that reasons were adduced sufficient to lead a body of the shrewdest men in England to take this course, but, owing to the mole-like policy of secret sittings, these reasons are not known to the profession in general. We cannot tell our readers whether they consisted of rumours of something in the nature of a special advantage for solicitors to be contained in rules not yet settled or approved, or of representations of the hopelessness of opposing compulsion in the abstract, or of representations that registration with modified compulsion will be rather an advantage to solicitors—whatever the reasons may have been, they have led to a mode of dealing with the matter of most immediate importance to the profession which, in the absence of explanation, we hardly think will meet with the enthusiastic approval of solicitors in general, or tend to strengthen the hands of the opponents of compulsion in the House of Lords. It will probably occur to some of those who have not had the advantage of the arguments in the secret council, that the essential point at the present stage is to set forth concisely and clearly the arguments against compulsion of any sort or kind, and not to record formal protests accompanied with suggestions for modified compulsion. Again, as to the rules on which the practical working of the Bill will depend, the conference does not ask that they should be scheduled to the Bill, but only suggests that they should be framed by the Land Transfer Board, on which solicitors should be represented; that either House of Parliament should be empowered to annul or modify all or any of them, and that the Act should not come into operation "until after the expiration of six months after the first set of rules has been laid before Parliament and not been disallowed." Here, again, we do not know the reasons for these recommendations. It may have been urged that rules cannot be settled until it is known what shape the Bill will assume before it is ultimately passed, but we suppose that some one would reply that rules can be settled adapted to the form in which the Bill is introduced, and can be modified without difficulty to suit modifications in the Bill. We

presume the conference considered the question whether their resolutions would afford any effectual guarantee that the interests of solicitors would be consulted—whether, for instance, it is at all probable that, if a solicitor element were admitted on the Land Transfer Board it would be numerically strong enough to resist the official element, and whether motions in Parliament to amend or modify technical rules are likely to be successful? On some other matters we are glad to express our hearty satisfaction with the resolutions. We are happy to observe, for instance, that the conference resolved to urge that “the conduct, for fee or reward, of legal business connected with land should be intrusted to solicitors,” and that “instruments dealing with registered land or a registered charge, and requiring entry on the register, should be declared to be ‘instruments relating to real or personal estate’” within section 60 of the Stamp Act, 1870; and that clause 81 (5) of the Land Transfer Bill should be amended by striking out the words authorizing the employment and payment of officials by applicants for registration, or other persons dealing with the Land Transfer Office in connection with the registration of land. We can hardly believe that it can be intended that where agents are employed anyone but a solicitor shall be eligible; but solicitors are clearly entitled to have an effectual provision to this effect inserted in the Bill. The further suggestion of the conference that the scale of solicitors’ charges for business transacted in the Land Transfer Office should be fixed by the tribunal appointed by the Solicitors’ Remuneration Act, is plainly reasonable; but we should have been glad to see a resolution setting forth the extreme hardship to solicitors of a low scale of costs for registration business.

IT IS OF CONSIDERABLE importance that trustees and beneficiaries of Government stock should understand the changes proposed by Mr. GOSCHEN’S Conversion Scheme. The following is a summary of the provisions of the Bill affecting fiduciary holdings:—*New Threes*.—Fiduciary holders may signify dissent at any time between the date of the passing of the Bill and the 12th of April. Dissent is to be signified to the Bank of England in writing, with the amount of stock to which the dissent relates, in manner to be provided by Treasury rules. No consent of beneficiaries is required, and the trustees are indemnified against any loss to the trust funds which may result from not dissenting. The result of dissenting will be that the holders may at any time before the 1st of August next be paid off either in one sum or in parcels, and in such order and manner as the Treasury may direct, and after the 1st of August next in such order and at such time and in such manner as shall be determined by a future Bill. The result of not dissenting will be that the holders will receive new stock yielding three per cent. up to April, 1889, two and three-quarters per cent. up to April, 1903, and two and a half per cent. thereafter up to 1923, when it will become redeemable. The dividends on this new stock will be paid quarterly instead of half-yearly. *Consols and Reduced*.—Fiduciary holders may signify assent on or before the 12th day of April next, or within such extended time as may be prescribed by Treasury rules to be made after the passing of the Bill. If the consent of any person other than the holder is required for a change of investments by the holder, that consent will be necessary. If the trustee has not power under his trust to vary investments, the consent either of every person interested or of a judge of the High Court will be required. The result of assenting will be that the holders will receive new stock yielding three per cent. up to April, 1889, two and three-quarters per cent. up to April, 1903, and two and a half per cent. up to 1923, when it will become redeemable. Also quarterly dividends. Also five shillings bonus with every hundred pounds of new stock taken in exchange (which bonus, by a clause to be inserted in committee, is to be treated as income). Also (for recognized agents) an allowance not exceeding 1s. 6d. per cent. The effect of not assenting will be that, if a year’s notice to that effect shall be at any time hereafter given, the holders will be liable to be paid off in manner to be directed by some future Act of Parliament.

IT APPEARS probable that the conversion of Government stocks which is about to take place will, for a limited period, add considerably to the work of the officials of the Chancery Division. On the face of the last return of the Paymaster-General, the amount of Consolidated £3 per Cent. Annuities in court was £47,423,552; the amount of Reduced £3 per Cent. Annuities

was £5,392,179; and the amount of New £3 per Cent. Annuities was £8,469,042. The number of accounts open in the Paymaster’s books is nearly 40,000, and it may fairly be estimated that on 25,000 of these accounts sums of one or all of these stocks are standing. It cannot be supposed that many suitors will be advised to dissent from the conversion of stock; but, should any suitor desire to do so, he will have to shew to the Paymaster that he is interested in that stock, and, not only so, but that the dissentient or dissentients comprise all the persons interested in that stock. No general order can be framed to meet this case which the Paymaster can act on, because the proof, to be exhaustive, involves the accepting and weighing of evidence of title which he is not in a position to undertake. A special order will apparently be necessary in every case of dissent from conversion. Another class of applications to the court will arise in those cases where sums of stock have been set apart for payment of annuities under wills, and where the whole of the testator’s estate other than the sum set apart to meet the annuity has been distributed. Obviously the annuity will be reduced by the conversion of the stock, and the question will arise whether the annuity is to be made good out of capital from time to time. It is just possible that a general order might be framed which would meet a large number of such cases; but, in many instances which a general order could not provide for, the question would turn on the rights of those entitled to the capital when the annuity falls in. We may anticipate that many applications will be made to set apart further sums of capital to meet annuities; but this can only be done in cases where the estate being administered by the court remains undistributed. Allowances for the maintenance of infant wards of court which are paid out of dividends will be reduced in amount when the allowance comprises the whole of the dividends. As was stated in Parliament, the five shillings per cent. to be paid on the conversion of Consols and Reduced is to be treated as income, and although this is but a small item, it seems likely to create some trouble in adjusting accounts with the paymaster.

IN A CASE which came before Court of Appeal No. 1 last week from the Queen’s Bench Division upon a special case, it appeared that Mr. Justice CAVE, in the course of the hearing in the Divisional Court, made some strong observations upon the practice of bringing an action to a hearing in the form of a special case. He said that it was a mode of bringing cases to a hearing that was only worthy of the dark ages of English jurisprudence. Now that cases could be heard by a judge without a jury, the practice of stating the facts in the form of a special case was no longer necessary. The learned judge gave a very cogent reason for this opinion, that it was an enormous assistance to a judge who had to apply the law to know exactly the value of the facts to which the law was to be applied. The judge who has to apply the law ought to hear the evidence, so that he may be enabled to weigh and estimate the facts, and ascertain their real value, which he cannot do where the facts are stated in the form of a special case.

IN THE COURSE of his judgment in *Re Yates* (reported elsewhere) Lord Justice BOWEN made some pungent observations on a prevalent method of drafting Acts of Parliament. Referring to section 5 of the Bills of Sale Act, 1878, which provides that for the purposes of the Act “trade machinery” is to be deemed to be “personal chattels,” he said he could not help marvelling at the modern method of drafting Acts of Parliament by introducing definition clauses equivalent to a provision in an Act relating to dairy cows, that, for the purposes of the Act, a cow should be deemed to be a horse, and a horse should be deemed to be a cow. Such clauses presented an almost insuperable difficulty of construction.

In the House of Commons on the 13th inst., Sir John Lubbock asked whether the bonus to be given to the holders of Consols and Reduced who accept the new stock, should be treated as capital or interest. The Chancellor of the Exchequer said:—“There is much to be said on both sides of his question. But from the very numerous representations which have been made to them, the Government have come to the conclusion that the inconvenience to trustees of being compelled to treat a small sum like this as capital is so great, that they have decided to introduce into the Bill a provision authorising trustees to treat the 5s. bonus on Consols and Reduced Threes as income.”



## THE MEANING OF "MAINTENANCE OF THE SECURITY" IN THE BILLS OF SALE ACT, 1882.

THE decisions on the Bills of Sale Act (1878) Amendment Act, 1882, as has been recently observed on the bench, can hardly be said to be altogether satisfactory, involving as they do somewhat fine distinctions upon the construction of a very obscurely-worded enactment. This, however, is not so much the fault of the judges as of the Legislature, for a more unfavourable specimen of our method of legislation than the Bills of Sale Act, 1882, it would be perhaps impossible to find. It is very much to be hoped that there is some truth in the rumour that fresh legislation on the subject is contemplated.

There are two classes of cases which have come before the courts under the Act and have caused, we believe, some perplexity to the profession, and with regard to which we propose to make some observations. The decisions in *Bianchi v. Offord* (17 Q. B. D. 484), recently followed in the Court of Appeal, and *Goldstrom v. Tallerman* (35 W. R. 68, 18 Q. B. D. 1), may respectively be taken as examples of each class. In the one set of cases a provision that the mortgagee may pay rent, rates, &c., in respect of the premises on which the goods are, and that the mortgagor will repay the sums so expended, and in default of his so doing the same shall be a charge on the goods assigned, has been held not to avoid the bill of sale; in the other class of cases a provision to the same effect, except that there was added a power of seizure in default of repayment of the sums so expended, was held to avoid the bill of sale as not being in conformity with the form in the schedule.

To our thinking the two sets of decisions do involve a somewhat fine and not altogether satisfactory distinction, but still a substantial distinction. We think it would have been very difficult *a priori* to say that such a distinction was valid or to prognosticate that it would be drawn by the courts; but, it having been drawn, we think it may well be supported by sound reasoning. It is sufficiently obvious, of course, that the distinction between the two cases is the power to seize. That is a broad distinction in fact; it is not until we come to the question why that power to seize cannot be given that the difficulty arises. It is also obvious that the reason why the power to seize invalidates the bill of sale must be because it is a power to seize not sanctioned by section 7 of the Act. Sub-section 1 of section 7 appears to be the only branch of section 7 that need be considered in this relation. That provides for two cases where the goods shall be subject to seizure—viz., non-payment of the sum secured at the time fixed for payment, and breach of any covenant necessary for maintaining the security. The first of these alternatives is here out of the question for reasons very clearly stated by Bowen, L.J., in *Bianchi v. Offord*. It does not seem to us that the question is whether the power to seize is itself necessary for maintaining the security, though some of the observations of the learned Lord Justice tend to put the question in that form. The question is, by the terms of the sub-section, whether the covenant, for breach of which the power to seize is given, is necessary for maintaining the security. That covenant is in this case the covenant to repay the sums so expended for rent, rates, &c., by the mortgagee. We think it must be taken that the effect of the decisions is to go the length of saying that this is not a covenant necessary for maintaining the security, and, therefore, not one for breach of which a power to seize can be given. In *Bianchi v. Offord* there was a provision for forty per cent. interest on the sums so expended. This could hardly be said to be necessary for the maintenance of the security; but we think it clear that the decision proceeded on broader grounds than those afforded by that circumstance.

We must confess that we should have thought that it might, perhaps, not have been an impossible view that a covenant for recouping the mortgagee those expenses which he necessarily incurred for maintaining the security might itself have been held necessary for maintaining the security: the practical result of holding otherwise is that, although the mortgagee in form may recoup his whole advance out of the goods, in substance he only realizes a sum *minus* the sums so expended by him in payment of rent, rates, &c., for practically in such cases the mere personal liability of the mortgagee will be worth nothing, and so his security—i.e., his right to realize out of the goods a net amount equal to the advance—may be said to this extent in the result not to be main-

tained. This seems to us the substantial justice of the case, but, on consideration, we feel that there is some difficulty about the construction. The security cannot, perhaps, mean more than the right to realize out of the goods, so far as their value may go, the amount originally advanced. The difficulty about the construction above suggested is that it involves the right to realize out of the goods the amount originally advanced *plus* the sum expended in protection of the security. It is difficult to say that a sum expended in maintaining the security can itself be included in the security.

So far there is, perhaps, no difficulty in the matter, but then the question must arise how far on this view the decisions in *Goldstrom v. Tallerman* (35 W. R. 68, 18 Q. B. D. 1) and similar cases can be supported. The covenant there was held not to deviate from the form, because it came within the expression "terms which the parties may agree to for the maintenance of the security." Now surely "maintenance of the security" must have the same meaning in the 7th section, sub-section 1, and in the form. We must confess that we cannot understand the cases on the footing which we have heard suggested, that the covenant to repay the sums so expended, though "for the maintenance of the security," was not "necessary for the maintenance of the security." If the mortgagee's security is not maintained, unless he is entitled, not only to realize out of the goods the original advance, but also to be repaid sums which he has expended in preserving his security, it seems to us to follow that the covenant to repay is necessary for the maintenance of the security, which is inconsistent with *Bianchi v. Offord*. The true ground of the decisions is, we cannot help thinking, to be found in the construction of the whole expression "terms which the parties may agree to for the maintenance of the security." It is not essential, we think, in order to satisfy this expression that every one of the terms agreed to should be for the maintenance of the security. It is perhaps enough if the scope of the whole provision of which the particular term is part may reasonably be said to be for the maintenance of the security. The provision that the mortgagee may pay the rent, rates, &c., and that he shall be repaid the sums so expended is, taken as a whole, for the maintenance of the security. The term "that he shall be repaid" is a reasonable and essential term of the agreement which the parties make for the maintenance of the security. Though not in itself necessary for maintaining the security, it is the necessary concomitant of the main provision, in fact part of the consideration for the payment which is to preserve the security. But, going back again to the other class of cases, of which *Bianchi v. Offord* is the type, it seems necessary, to satisfy the 7th section, that the particular covenant broken should be necessary for maintaining the security; it would not be enough that it should be one of a group of provisions the general object of which, as a whole, was the maintaining of the security.

We throw out the above observations as a possible interpretation of the two classes of decisions, but we are free to admit that the subject is a difficult one, and to other minds a different solution may commend itself.

## SALE BY A TENANT FOR LIFE UNDER THE SETTLED LAND ACT, 1882.

## III.—TRUSTEES FOR PURPOSES OF THE ACT.

*Who are trustees under the Act.*—Trustees under the Act are defined by section 2, sub-section 8, to be the persons, if any, who are, for the time being, under a settlement (which, by section 63, includes any limitation of land by way of trust or direction for sale when any person or persons are entitled to receive the rent or income for life or any limited period), trustees with power of sale of settled land, or with power to consent to, or approve of, a sale; or, if there are no such persons, then any persons declared by the settlement to be trustees for the purposes of the Act.

The trustees, then, unless specially declared to be trustees for the purposes of the Act, must have power to sell or consent to a sale. That they have no power to sell without the consent of the tenant for life makes no difference, for, by section 56, as interpreted in *Re Duke of Newcastle* (31 W. R. 782, 24 Ch. D. 129), no trustees can ever sell since the Act without the consent of the tenant for life. *Constable v. Constable* (34 W. R. 470, 32

Ch. D. 233) decides only this, and the headnote is wrong in extending the case to trustees with power of sale subject to the consent of any person other than the tenant for life. In such cases the trustees are not trustees under the Act unless the consent has been obtained; for if the person whose consent is required refuses his consent, the trustees have no present power of sale, and application must be made to the court to appoint them trustees for the purposes of the Act under section 38: *Re Johnstone's Settlement* (17 L. R. Ir. 172). The trustees may have powers of sale limited in other ways so as to prevent them being trustees under the Act; for instance, a power to sell in consideration of freehold ground-rents is not such a general power as is contemplated: *Re Morgan* (31 W. R. 948, 24 Ch. D. 114). If, however, they have such a power to sell the settled land as is contemplated by the Act, the trustees are trustees for all the purposes of the Act, and may even consent to an order of the court, under section 37, for a sale of the heirlooms, and, it is presumed, to a sale of the mansion-house, although there may be no power in the settlement to sell heirlooms: *Constable v. Constable* (34 W. R. 470, 32 Ch. D. 233).

**Appointment of trustees by the court.**—If there are no trustees for the purposes of the Act, the court can appoint fit persons to be trustees: section 38; but the court is in no way bound to appoint trustees under this section, and will not do so, notwithstanding that the persons proposed may be in every respect fit persons, unless it is satisfied that the purposes to effect which the appointment is desired are such as to render the appointment safe and beneficial for all parties interested: *Burke v. Gore* (13 L. R. Ir. 367).

Various questions have arisen as to who are fit persons, and it has been held that, inasmuch as it is the duty of the trustees to check the action of the tenant for life, perfectly independent persons should be appointed. The tenant for life himself will, of course, not be appointed; nor will any person who may become tenant for life: *Re Harrop's Trusts* (24 Ch. D. 719); *Re Greenville Estate* (11 L. R. Ir. 138). The solicitor of the tenant for life is also debarred: *Re Walker's Trusts* (31 W. R. 716), even although he may be one of the trustees originally chosen by the settlor: *Re Kemp's Estates* (31 W. R. 930, 24 Ch. D. 485); and, for similar reasons, brothers or near relatives of the tenant for life will not be appointed: *Re Knowles' Estate* (33 W. R. 364, 27 Ch. D. 707).

We have just stated that it is the duty of the trustees to check the action of the tenant for life; and, if they think that a sale is about to be imprudently made, it may be argued that they ought to apply to the court, under section 44, for "directions respecting the matter in difference." It does not seem, however, that they could prevent the sale except by shewing a want of title or that a higher price might be obtained; and it is difficult to see what directions the court could give where the proposed sale is authorized by the Act. The words of section 42 seem sufficiently large to protect the trustees in every case, whether they attempt to interfere or not.

When trustees have been appointed by the court, and one of them dies, it is very doubtful whether the surviving or continuing trustees or trustee, in whom the powers of trustees for the purposes of the Act vest under section 38 (2), can appoint new trustees for the purposes of the Act under section 31 of the Conveyancing Act, 1881; and until the point is finally decided, application should be made to the court to appoint the new trustee in every case where such an appointment becomes necessary: see *Re Wilcock* (35 W. R. 450, 34 Ch. D. 508).

**Trustees for infants.**—It has been already stated that the trustees for the purposes of the Act may exercise the power of an infant tenant for life to sell; and the question has arisen whether a second set of trustees must be appointed in such cases for the purpose of receiving notice of the intended sale, or whether the present trustees must give notice to themselves. It has been held that neither course is necessary, but that the present trustees, being trustees under the Act, can sell on the infant's behalf without giving any notices at all. But the purchase-money in such a case should be paid into court: *Re Countess of Dudley's Contract* (35 W. R. 492, 35 Ch. D. 338).

It will be seen, therefore, as was pointed out in the judgment, that, supposing a surviving trustee to be authorized by a settlement to sell the land and give receipts, he would practically have abso-

lute power if the tenant for life were an infant, being able to act in his name with hardly any check, for the power to sell on behalf of the infant can be exercised by the trustees out of court: *Leighton v. Price* (32 W. R. 1009, 27 Ch. D. 552).

## THE CONFERENCE ON THE LAND TRANSFER BILL, 1888.

A CONFERENCE of the law societies of England and Wales was held at the Law Institution on Wednesday last, Mr. Henry Markby, President of the Incorporated Law Society, in the chair. Representatives from the following law societies attended—viz., The Incorporated Law Society, U.K., Birmingham, Bolton, Bradford, Bristol, Cambridge, Cardiff, Chester and North Wales, Kent, Lancaster, Leeds, Leicester, Lincoln, Liverpool, Manchester, Newcastle-on-Tyne, Northampton, North Lonsdale, Nottingham, Plymouth, Cornwall, Derby, Exeter, Gloucester, Halifax, Herefordshire, Hertfordshire, Huddersfield, Hull, Preston, Sheffield, Somerset, South Durham and North Yorkshire, Sunderland, Sussex, Wakefield, Wolverhampton, Worcester, Yorkshire.

The conference, composed of representatives from the above-mentioned law societies, and being solicitors practically acquainted with conveyancing transactions of all kinds, having carefully considered and discussed the Land Transfer Bill recently introduced by the Lord Chancellor into the House of Lords, and reserving their right to deal with details and amendments at a later stage, resolved as follows:—

1. It is essential that any system of land transfer and registration of title to be established throughout the country should cause no needless interference with the ordinary course of land business, and should work as economically and smoothly as possible.
2. While recognizing that the question of the establishment of a system of compulsory registration of title is one of public policy, the conference is strongly of opinion that such registration is neither necessary nor expedient, and that to enforce it, by depriving existing landowners of all power of dealing with their land until they have incurred the cost of registration, is oppressive.
3. The improvement of land transfer should be sought rather in the direction indicated by Lord Cairns in the Acts of 1881 and 1882 than in the re-introduction of the principle of compulsory registration of title deliberately abandoned by him in 1875.
4. The provisions in the Bill requiring every landowner to register himself as owner before dealing in any way with his land (except for occupation leases for not exceeding twenty-one years), and requiring the successor to any deceased and unregistered owner (whether he desire or have the opportunity to deal with the land or not) to register himself as owner before he "have any right over the land," will involve great practical inconvenience, will add largely to the already heavy burdens on landowners without conferring on them any corresponding benefit, and will, on the occasion of the first proclamation of a land transfer district, cause general suspension of sales, purchases, and other transactions with land, particularly those dealings with small quantities of land which it has been the aim of so much recent legislation to promote.
5. If compulsion be decided on, it should attach to the first dealing *inter vivos* with land in a proclaimed land transfer district, and the duty of registration should be thrown on the grantee in any such dealing.
6. If compulsion be decided on, the Bill should be confined to registration with a possessory title—abandoning the provisions for registration with an absolute or qualified title, and for the establishment of an insurance fund.
7. Cautions, by which alone the equitable and unregistered title to registered land or a registered charge will be protected, should not be removed or overruled without the consent in writing of the cautioner, or an order of the Land Transfer Board or court, and the proposed service of notice by post will not afford sufficient protection.
8. A cautioner appearing to oppose a proposed dealing with registered land or a registered charge, should only be required to give security if the Land Transfer Board so order, and then only for such amount as the board may deem just.
9. The law of descent on intestacy should either be left as at present, or be assimilated for all purposes. The proposed grant of a life interest to a surviving husband or wife in the whole real estate of an intestate, whatever its extent and value, without any obligation to maintain and educate any issue, or any restriction on remarriage, is open to very grave objection.
10. Without limiting the right of any proprietor to transact in person his own business, the conduct, for fee or reward, of legal business connected with land should be intrusted to solicitors. Instruments dealing with registered land or a registered charge, and requiring entry on the register, should be declared to be "instru-



ments relating to real or personal estate," within the meaning of section 60 of the Stamp Act, 1870, and not within the exception to that section as "agreements under hand only," and clause 81, sub-section 5, should be amended by striking out the words authorizing the employment and payment of officials by applicants for registration, or other persons dealing with the Land Transfer Office in connection with the registration of land.

11. In order to facilitate the conduct of business, and to prevent fraud and personation, the branch offices (which are and should be called district registries) of the Land Transfer Board should be numerous and local, and should be independent of the principal office.

12. The qualification of the Registrar-General should be the same as was required by the Act of 1875 for the registrar, and that of Chief Examiner of Titles and assistant and district registrars should be the same as was required by the Act of 1875 for assistant registrars.

13. Provision should be made for an appeal from the decision of the judge of the High Court to the Court of Appeal and House of Lords.

14. The general rules under the Bill, which will control the whole system of conveyancing for England, should be framed by the Land Transfer Board, on which solicitors should be represented, and be issued by the Lord Chancellor on their advice and responsibility.

15. Either House of Parliament should be empowered to annul or modify all or any one or more of the general rules laid before Parliament for approval.

16. The Act should not come into operation until after the expiration of six months after the first set of rules has been laid before Parliament and not been disallowed.

17. The scale of solicitors' charges for business transacted in the Land Transfer Office should be fixed by the tribunal appointed by the Solicitors' Remuneration Act, 1881.

18. The president of the Incorporated Law Society is requested to ask the Lord Chancellor to receive a deputation upon the subject of the Bill, and to consent to refer it to a Select Committee, either of the House of Lords or of the two Houses, for examination and report, with power to take evidence, and the council is requested to take such steps as they may think requisite to give effect to the resolutions of the conference.

## REVIEWS.

### EXTRADITION.

A TREATISE ON THE LAW OF EXTRADITION, WITH THE CONVENTIONS ON THE SUBJECT EXISTING BETWEEN ENGLAND AND FOREIGN NATIONS, AND THE CASES DECIDED THEREON. By SIR EDWARD CLARKE, Her Majesty's Solicitor-General. THIRD EDITION. Stevens & Haynes.

The first edition of this work appeared in 1866, before the passing of the Act of 1870, and the second in 1874, shortly after the passing of the Amending Act of 1873. Since the date of the second edition treaties have been concluded between this country and (*inter alios*) Spain, Russia, and Tonga, a new treaty has been concluded with France, and a treaty with Honduras has been "denounced" (see p. 176) by that country in 1877. All the existing treaties are printed at length, and a list is given of them, from which it appears that, with the exception of Portugal (the treaty with which applies to India only) and Turkey, no European country is now a safe refuge for English criminals. The few, but important, cases which have come before the courts are thoroughly stated and discussed, the author vigorously inpuing (see p. 225) *R. v. Nillins* (53 L. J. M. C. 157), and paying close attention to the *minutiae* of each case. Moreover, the law and practice in France, Canada, and the United States have been fully and usefully gone into. We can find no reference to the important case in which Venezuela, though we had not (as we still have not) any treaty with her, yielded up to us an alleged participator in the Phoenix Park murders. A list of the treaties of foreign countries *inter se*, which would have been of great advantage, is not supplied, and, looking to a proposed amendment in our treaty with the United States in connection with explosives, the note on political offences at the end of the book, we think, is hardly up to date. But the work is an extremely good and quite reliable one, though a little wordy here and there—the names of the counsel in cases being stated.

### THE MERCHANDISE MARKS ACT, 1887.

THE MERCHANDISE MARKS ACT, 1887, WITH SPECIAL REFERENCE TO THE IMPORTATION SECTIONS AND THE CUSTOMS REGULATIONS AND ORDERS MADE THEREUNDER. By HOWARD PAYN, Barrister-at-Law, of the Secretary's Department of the Board of Customs. Stevens & Sons.

The special value of this work consists in the clues which it sup-

plies to sorely-perplexed British traders with respect to the views which are likely to be entertained by the Customs authorities with respect to questions arising under the importation sections of this Act. The author does, indeed, caution his readers by his preface that the Board of Customs is not bound by any of the opinions expressed by him, but it is not probable that anyone who puts himself under Mr. Payn's guidance will come into collision with that authority.

The book contains the Act of 1887, together with a useful collection of the Customs Regulations under section 16, the Order in Council as to watches and watch-cases, the General Orders made by the Board of Customs with reference to these matters, and the documents containing the international arrangements as to merchandise marks. These parts of the book are authoritative, and if Mr. Payn had done nothing more than collect them, his book would have been of considerable service. But he has gone further, and prefixed to the Act a convenient summary of the statutory provisions in the form of a general introduction, besides annotating the Act.

In most respects we believe that Mr. Payn's views as to the interpretation of the Act are capable of being amply justified, and as they err, if at all, on the side of taking a severe view of the requirements of the Act, it cannot but be safe to act upon them. The substantial point on which we are inclined to differ from Mr. Payn is with respect to the view which he takes as to indirect indications of origin under section 3 (1) (b). He appears to consider that practically any use of the English language in connection with goods not coming from an English-speaking country is an indirect indication that the goods are of British make, so that any statement as to the quality or quantity of the goods in English is a false trade description if the goods are not English. He says, at p. 18, that "it may be clearly laid down that the use of the language of any particular country on labels, or in any other way applied to goods, will be considered as evidence that the goods are the produce of the country in which that language is spoken." We cannot but think that this is placing an exceedingly strained construction upon the Act, and that, if it were to be adopted by persons in authority, it would go far to render a valuable enactment, designed for the justest ends, obnoxious to large classes of those for whose benefit it was intended. The proposition, put broadly, comes to this, that it is a fraud to tell purchasers, in the only language most of them understand, what it is that they are buying. If the statement were untrue, it would, of course, offend against the Act in other respects. It must be borne in mind that, if the Customs are entitled to stop foreign goods with a statement of quantity or quality in English on them, then every English trader who sells foreign-made goods with such a statement in English commits an offence against the Act, even if he is warning his customers that the goods are "Second Quality" and not of the best make, and he is liable to imprisonment with hard labour for two years. It seems incredible that any punishment could be inflicted in such a case, and, if so, what becomes of the principle? Moreover, Mr. Payn is himself alive to the fact that, if his interpretation were to be adopted, all American goods would be free from the hampering restrictions to which European goods would be subject, so that manufacturers in the United States would really be protected to a limited extent at the expense of Frenchmen and Germans. Again, is a French inscription to lead to a presumption that the goods are French, and not Belgian or Swiss? Swiss goods, at all events, would naturally come through a French port. It will surely be possible to give some meaning to the expression "indirect indication" of false origin without giving it such a meaning as is suggested. A remark which occurs to us is that Mr. Payn seems to have confined his attention to the case of foreign-made goods being represented to be of British origin, but it would equally be an offence against the Act to state or imply that English-made goods were of foreign origin.

It may be worthy of notice that Mr. Payn, in giving the definition of a trade-mark registrable under the Patents, &c., Act of 1883 (pp. 41, 42) omits the important proviso in favour of marks used before August, 1875. The table of British hall-marks for foreign watch-cases is an interesting feature in the book, though how all the elements which they contain can be got on to a minute shield, and yet be visible at all, it is rather difficult to understand.

On the 12th inst., in the House of Commons, Mr. A. O'Connor asked the Attorney-General whether there was any reason of a public nature why motions in the Chancery Division should not be set down in a list as in the other courts, and in the Chancery Division itself, during the Long Vacation. The Attorney-General—in reply to the hon. and learned member, I have to say that the matter referred to in his question has often been considered by both the judges and the bar of the Chancery Division. There is power in the court at the present time to make a list of motions if it were considered necessary in the interests of the despatch of business to do so; but the present system, which enables urgent motions to be taken at any time and motions to be continued from day to day if required is, in the opinion of the judges and the bar, most conducive to the despatch of business.

## CORRESPONDENCE.

## THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—Although somewhat late in the day, I beg to appeal to the Incorporated Law Society to take up the cudgels against this ridiculous attempt to do an impossibility.

What I would urge upon our natural protectors is that they should obtain and bring before the Lord Chancellor evidence proving that the vaunted foreign system of registration of title is neither expeditious nor cheap. I have had considerable experience in dealing with land in the United States, France, and Germany, and am convinced that where mortgages or other difficulties exist, the time and expense necessary to clear the title are much greater than here. This is a question of fact which can be easily ascertained, and if our legislators can only be properly enlightened, I believe they will hesitate before destroying the existing system.

What is needed is that solicitors should try to gain the approval of their clients by raising no unnecessary points and by being as quick as possible. These are traits which certainly do not characterize the shining lights of the profession in London, and especially is it so in the case of the solicitors who act for the chief lenders of money on mortgage. In country towns we are more expeditious, as we are brought more into personal contact with our clients, and thus feel the full effect of public opinion.

It is a matter of common occurrence in all our offices for a property to be bought, conveyed, and mortgaged in the space of as many days as are required in London to look through the abstract. Let the London solicitors stir themselves and we may yet save the ship.

I write this, of course, in the interests of our own profession more especially, but I am sure the public generally have no idea of the delay and unpleasantness which must be the necessary result of a Government office through which every little sale and mortgage must pass.

March 14.

COUNTRY.

## THE TRUST COMPANIES BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—Lord Hobhouse's Trust Companies Bill was thrown out by the House of Lords on Thursday by a majority of ten in a House of seventy-two. Before the subject is shelved, so far as Parliament is concerned, for another year, I should like, with your permission, to make one or two observations, suggested by your remarks on the Bill in your issue of the 25th of February.

In the first place, this Bill was not brought forward in the interests of any one company. In particular, none of its promoters have any connection with the company referred to in your article.

In the second place, the Bill was not framed in any spirit of hostility to solicitors. On the contrary, its promoters believed that some radical change in the present system of unpaid trusteeship is inevitable in the near future, that the choice must eventually lie between a system of official administration of trusts and the system which this Bill seeks to establish; and that the latter would cause infinitely less disturbance of the existing state of things, and would be an equally effectual remedy for its most serious disadvantages.

The Lord Chancellor stated on Thursday that the Government were considering the desirability of creating an official trustee, and that was his sole ground for opposing Lord Hobhouse's Bill; he thought that if they decided to have an official trustee they ought not to give facilities to any rivals. We may, therefore, regard it as certain that we are within measurable distance of having an official trustee established. Looking at the matter solely from the view of how the interests of solicitors would be affected, I would suggest that trustee companies, acting simply as custodians of the trust property, would be less to be "feared" (as you put it) than an official trustee.

The 22nd section of the Bill, relating to the employment of the solicitor named by the testator or settlor, is copied from the Australian Trustee Companies Acts. The fact that it has been repeated in at least three of those Acts in the last ten years seems to show that it has been found workable there.

J. T. HUTCHINSON.

6, New-court, Lincoln's-inn, March 13.

## NOTICE OF INTENTION TO REDEEM.

[To the Editor of the Solicitors' Journal.]

Sir,—I should be glad to know the opinion of your readers as to what length of notice a mortgagor ought to give of his intention to pay off the mortgage, the mortgage having been granted since the passing of the Conveyancing Act?

In a case which lately came under my notice, the mortgagor's

solicitor contended that since the passing of the above Act only three months' notice was required, and stated that it had been his practice and that of solicitors with whom he had done business to give and receive such notice. The mortgagee's solicitor, on the other hand, affirmed that he and all solicitors he had had business transactions with both gave and required six months' notice of the mortgagor's intention.

The Act affords no help. Pridaux states that six months' notice is necessary, but Mr. Rubenstein in his notes to the Act says, "As the mortgagee is now empowered to call in the mortgage money at three months' instead of six months' notice, it would seem only reasonable that the mortgagor should have a corresponding right to pay off at three months' notice."

Can you refer me to any decision on the question? BEVERLEY.

[We have several times heard of the impression to which our correspondent refers, but we are not at present aware of any foundation in authority for it. We propose to consider the subject next week.—Ed. S. J.]

## CASES OF THE WEEK.

## COURT OF APPEAL.

FOSTER v. WHEELER—No. 2, 14th March.

BREACH OF CONTRACT—DAMAGES—AGREEMENT TO ENTER INTO AGREEMENT WITH THIRD PARTY ON TERMS TO BE APPROVED BY HIM.

This was an appeal from a decision of Kekewich, J., (36 W. R. 267), the question being whether damages could be recovered for the breach of an agreement to enter into an agreement with a third person on terms to be approved by him. In April, 1886, the plaintiff was in possession, as tenant to Dr. G. B. Ord, of a house known as Cedar Lodge. The defendant, Miss Wheeler, wished to rent and occupy the house; the plaintiff was willing that she should do so, and was prepared to facilitate her becoming tenant in his place. On the 9th of April, 1886, an agreement in writing was entered into, which provided that "(1) Within seven days from the date hereof Miss Wheeler is to enter into a binding agreement with Dr. G. B. Ord, the lessor of Cedar Lodge, for a lease from Dr. Ord of the said premises at a rent of £140 per annum, for such a term (to commence from the 24th of June next) and subject to such covenants as Dr. Ord shall approve; and Miss Wheeler shall accept, and take up such lease when ready, and execute a counterpart thereof. (2) Upon such lease being granted, or immediately preceding the same, Mr. Foster is, at the request of Dr. Ord or Miss Wheeler, to execute a surrender to Dr. George B. Ord of the present lease of the premises." The Dr. Ord who had granted a lease of the house to the plaintiff was at this time dead, but he had left two sons, who were his executors, both of whom were also doctors, and Miss Wheeler had been in communication with one of them about the house. Ultimately the defendant refused to perform the agreement, and the plaintiff brought this action against her, claiming damages for the breach of the agreement. The plaintiff alleged that Dr. Ord was willing to grant a lease to the defendant, and that he (the plaintiff) had suffered damage by reason of the defendant's refusal to accept a lease. On behalf of the defendant it was argued that such an agreement as this—an agreement to enter into an agreement—was not one which the law would recognize or aid in enforcing in any way. Kekewich, J., held that the plaintiff was entitled to damages, and directed an inquiry to ascertain the amount.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that the agreement left it to Dr. Ord to determine, before he entered into an agreement with the defendant, what the term of the lease should be, and what should be the covenants contained in it. The terms of the lease could be settled by Dr. Ord, and the defendant had bound herself to accept such terms as he should settle. The terms of the lease were capable of being defined. It was argued that there must be a consensus of two minds to make the contract between the defendant and Dr. Ord. Undoubtedly the defendant must assent by signing the contract with Dr. Ord; but she had bound herself to accept whatever terms he should approve. The agreement could not be properly construed as meaning that the terms of the lease were to be such as Dr. Ord should approve and Miss Wheeler should accept. It was argued that there was no consideration for the agreement. The consideration for the agreement by the defendant in the first clause was the agreement by the plaintiff in the second clause. Then it was urged that Dr. Ord was dead, and that a binding agreement could not be made with a dead man. But there was really only a misdescription in the agreement, the father being mentioned instead of the son. The sons were the executors of the father, and they, or one of them, would not be very unnaturally spoken of as the "lessor." Miss Wheeler had, in fact, been corresponding with one of the sons about the house. The appellant might be in the right, if she could show that the plaintiff could not possibly recover more than nominal damages. But it was quite possible that the damages might be substantial. LINDLEY, L.J., was of the same opinion. Miss Wheeler had very imprudently put her name to an agreement which, if she had been well advised, she would never have signed. But she had signed the agreement, and she had broken it. There was consideration for it, and there was no question about specific performance. The question was, whether an action for damages—an entirely different thing—would lie, and his lordship could see no reason



why it should not. *BOWEN, L.J., concurred.*—COUNSEL, *Warrington, Q.C., and Job Bradford; Barber, Q.C., and Yate Lee.* SOLICITORS, *Wild, Broune, & Wild; Wanssy, Bowen, & Co.*

*Re YATES, BATCHELOR v. YATES*—No. 2, 10th March.

BILL OF SALE—VALIDITY—REGISTRATION—DEVIATION FROM STATUTORY FORM—"PERSONAL CHATTELS"—"FIXTURES"—"TRADE MACHINERY"—MORTGAGE OF LAND IN FEE—POWER OF SALE—BILLS OF SALE ACT, 1878, ss. 3, 4, 5, 7—BILLS OF SALE ACT, 1882, ss. 8, 9—CONVEYANCING ACT, 1881, s. 19.

The question in this case was whether a mortgage in fee of land was void, either wholly or in part, by reason of there being affixed to the land some "trade machinery" not mentioned in the deed, the deed not being in "accordance with" the statutory form of a bill of sale, and not having been registered as a bill of sale. By the deed executed in August, 1886, the mortgagor, "as beneficial owner," granted and conveyed to the mortgagee "all that piece of land, with the dwelling-house and buildings thereon erected, situate," &c., "to hold the same unto and to the use of the mortgagee in fee simple," subject to a proviso for reconveyance on payment of the mortgage-money, with interest, on the 7th of February, 1887. And it was thereby agreed and declared "that the powers contained in section 19 of the Conveyancing Act, 1881, shall be exercisable at any time after the 7th of February, 1887, without its being necessary to serve the notice required by section 20 of the same Act." There was on the land some fixed "trade machinery" which was not in any way mentioned or referred to in the deed. This action was brought for the administration of the estate of the deceased mortgagor, and it was contended, in the first instance, that, by reason of non-compliance with the Bills of Sale Acts, the mortgage, because it operated to pass the "trade machinery" to the mortgagee, was void altogether. Upon a re-argument after the decision of *Re Burdett* (ante, p. 222, 36 W. R. 345, 20 Q. B. D. 310), it was contended that the deed was, at any rate, void so far as it operated to pass the "trade machinery" to the mortgagee. Section 19 of the Conveyancing Act provides that a mortgagee by deed shall, by virtue of the Act, have certain powers "to the same extent as if they had been in terms conferred by the mortgage deed, but no further" (*inter alia*)—"a power, when the mortgage-money has become due, to sell the mortgaged property, or any part thereof, and either together or in lots." *Bristowe, V.C.*, held that the deed was valid in all respects.

THE COURT (COTTON, LINDLEY, and BOWEN, L.J.J.) affirmed the decision. COTTON, L.J., said that in form the mortgage was simply a mortgage of land in fee, and the trade machinery passed to the mortgagee, because a mortgage of land carried with it the fixtures attached to the land. The deed contained no power of sale, but it introduced, by reference, the power of sale conferred by section 19 of the Conveyancing Act, 1881. It was contended that the mortgage deed was a "bill of sale" within the meaning of the Bills of Sale Act, 1878, and that it was altogether void, as not being in the form required by the Act of 1882. Since the original argument *Re Burdett* (ante, p. 222, 36 W. R. 345, 20 Q. B. D. 310) had been decided by the Court of Appeal No. 1, and the point that the deed was wholly void had been given up. But it was argued that it was void so far as regarded "trade machinery," which, by the Act of 1878, was declared to be "personal chattels." The difficulty in the case was caused by section 5, and it arose from the power of the Legislature to declare that a word should mean that which it did not. Undoubtedly section 7, as did section 4, made a marked distinction between "trade machinery" and other fixtures, which were only to be "personal chattels" if they were separately assigned. But his lordship thought that the true effect of these sections was to exclude from the decisions in *Ex parte Daglish* (8 Ch. 1072) and *Ex parte Barclay* (9 Ch. 576) fixtures other than "trade machinery." Could, then, this mortgage deed be considered to be within the meaning of the Act, as either an "assurance of personal chattels," or "a licence or authority to take possession of personal chattels"? In his lordship's opinion it could not. The mortgage deed was a conveyance of the land, and, though it gave the mortgagee a right to take possession of the fixtures attached to the land (including the "trade machinery"), it did not do so as an assurance of the "trade machinery," but only as being a conveyance of the land. It enabled the mortgagee to take possession of the land, and then he would have the fixtures, not as chattels, but as forming part of the land of which he took possession. It would be wrong to hold that a conveyance of this character—simply a mortgage of land in fee—was such an instrument as was pointed at by the Bills of Sale Acts. They were aimed at an instrument which passed "trade machinery" with the right to take possession of it separately, not as part of the land. There was no right on the part of the mortgagee to sever the fixtures from the land unless there was a power of sale which entitled him to do so. Until the recent legislation a mortgagee could not, under an ordinary power of sale, sell minerals separately from the rest of his security. Then the question arose, whether section 19 of the Conveyancing Act authorized the mortgagee to sever the "trade machinery" and sell it separately from the land. It was contended that the words of section 19—"to sell the mortgaged property or any part thereof"—empowered the mortgagee to sever the "trade machinery" and sell it separately. In his lordship's opinion this was not the fair construction of the power. It did not enable the mortgagee to break up the property. It was argued that the case should be dealt with as if the deed had expressly conveyed everything which would pass by a conveyance of the land, and that the power of sale should be construed as if each of those things had been expressed as passing by the deed. Even if that was done, his lordship thought it would be a forced construction of the power to say that it enabled the mortgagee to

break up that which had been conveyed to him, and to sell the "trade machinery" separately. *Ex parte Daglish* (8 Ch. 1072) and *Ex parte Barclay* (9 Ch. 576) had an important bearing on the construction of the power of sale, and on the question whether the deed ought to be considered a bill of sale within sections 3 and 4 of the Bills of Sale Act, 1878. Though the Bills of Sale Act, 1854, with reference to which these cases were decided, was not in exactly the same terms as the Act of 1878, the principle of the decisions applied. The definition of "personal chattels" in the Act of 1854 included all fixtures; the definition in the Act of 1878 did not include all fixtures. In *Ex parte Daglish* the power of sale authorized a sale of the fixtures separately, and, therefore, the court held that the deed came within the definition of a bill of sale. In *Ex parte Barclay* the power of sale authorized the mortgagee to sell the mortgaged property "or any part thereof," and the court held that the deed was not a bill of sale. The deed passed the fixtures as annexed to, and forming part of, the land, and the court held that the power of sale did not authorize the mortgagee to sell them separately from the land, and, therefore, they held that the mortgage was not a bill of sale. LINDLEY, L.J., was of the same opinion. The case raised the question, What were the rights of a mortgagee of cotton mills, to which valuable "trade machinery" was annexed? Under a mortgage deed framed as this deed was, could the mortgagee sever the fixed machinery and seize and sell it separately from the mill? If he could, it was impossible to avoid the conclusion that the deed was a bill of sale of the "trade machinery." It was impossible, without an abuse of language, to say that a mortgage of land in fee simple was an "assurance of personal chattels," and not the less so because by law a conveyance of land carried with it the "trade machinery" annexed to the land as part of the land. Even if all the general words mentioned in section 6 of the Conveyancing Act had been actually expressed in the deed, his lordship thought the deed would not be an assurance of "personal chattels" within the meaning of the Act. He thought the point was really covered by authority, and that it was precisely the same as that which was decided by Lord Hatherley (when Wood, V.C.) in *Mather v. Fraser* (2 K. & J. 536). That decision had been followed in other cases, and, though the language of the Act of 1878 differed from that of 1854, the observations of Lord Hatherley were just as applicable to the one as to the other. Then arose the question, What was the effect of the words "any part thereof" in the power of sale contained in section 19 of the Conveyancing Act? The "mortgaged property" was the land, and it would be a forced construction of the words to hold that the mortgagee had power to sell separately that which had not been conveyed to him separately at all. That this construction of the power was in accordance with the understanding of conveyancers was shown by the fact that in Davidson's Conveyancing (4th ed.) vol. 2, part 2, precedent 6, p. 369 (a mortgage of a mill and machinery), an express power was given to the mortgagee to sell the machinery separately from the land. The result was this, that, under a mortgage in this form of land, to which "trade machinery" was annexed, the mortgagee had the "trade machinery" as part of his security, but he could not sever the machinery and sell it separately from the land. If the mortgagee wished to have power to sell the "trade machinery" separately, he must obtain a bill of sale of it. The Bills of Sale Act did not touch the present security. *BOWEN, L.J.*, was of the same opinion.—COUNSEL, *Coomes-Hardy, Q.C., and Arkle; French, Q.C., and Maberly.* SOLICITORS, *Pritchard, Englefield, & Co.; J. H. Lydall.*

*SELWYN v. GARFIT*—No. 2, 9th March.

MORTGAGE—POWER OF SALE—DEFAULT—NOTICE—RESTRICTIONS ON EXERCISE OF POWER—PROTECTION OF PURCHASER.

This was an appeal from a decision of Kay, J., the question being the construction of a power of sale almost identical with that given to mortgagees by section 19 of the Conveyancing Act, 1881, as limited by section 20. A mortgage was made of (*inter alia*) the reversionary interest of the mortgagor in certain funds subject to the trusts of a settlement made on his marriage. The mortgage deed was dated the 22nd of November, 1880, and it contained a covenant by the mortgagor to repay the mortgage money, with interest, on the 22nd of May, 1881. The deed contained a power for the mortgagee, "at any time or times after the expiration of six calendar months from the date of these presents, without any further consent on the part of the mortgagor," to sell the mortgaged property. Provided that the mortgagee "shall not exercise the power of sale unless and until default shall have been made in payment at the time hereinbefore appointed for payment thereof of some principal money or interest, the payment whereof is intended to be hereby secured," and he "shall have given notice in writing" to the mortgagor "to pay off the moneys for the time being owing on the security of these presents, and default shall have been made in payment of the whole or part of such moneys for three calendar months from the time of giving such notice." It was further provided that, upon any sale purporting to be made in pursuance of the power, the purchaser should not be bound to inquire as to the propriety or regularity of the sale, and that, notwithstanding any impropriety or irregularity, the sale should, so far as regarded the safety and protection of the purchaser, be deemed to be within the power, and be valid and effectual accordingly, and the remedy of the mortgagor should be in damages only. On the 19th of January, 1881, the mortgagee gave notice in writing to the mortgagor to pay off the mortgage money, with interest and costs. On the 20th of June, 1881, the mortgagee executed a deed assigning the mortgaged property to the defendant as purchaser, the deed purporting to be made in exercise of the power of sale. The action was brought by the executrix of the mortgagor to set aside the sale. Kay, J., held that the power of sale did not arise until there should have been three months' default by the mortgagor, and that

in the present case the default only began on the 22nd of May, 1881, the day appointed for redemption. And he held that the purchaser had notice from the terms of the power of sale itself, that the power could not have arisen at the time when the sale was made, and that, consequently, the purchaser was not protected, and must be treated as only a transferee of the mortgage, and that the plaintiff was entitled to redeem the mortgage.

THE COURT (COTTON, LINDLEY, and BOWEN, L.J.J.) affirmed the decision. COTTON, L.J., was of opinion that the decision of Kay, J., was perfectly right. The power of sale could not be exercised until default in payment had been made, which could not happen until the six months had expired, and until a notice had been given by the mortgagee requiring payment after the default, and default in making that payment had occurred for three months subsequently. LINDLEY, L.J., and BOWEN, L.J., delivered judgment to the same effect.—COUNSEL, *Miller, Q.C., and Simmonds; Marten, Q.C., and Kenyon Parker; Grosvenor Woods.* SOLICITORS, *Dubois, Reid, & Williams; R. G. Marsden & Wilson; R. O. Hanrott.*

#### HENDRE v. GERNER—No. 2, 10th March.

STAYING PROCEEDINGS—JURISDICTION—VEXATIOUS PROCEEDINGS—NON-PAYMENT OF COSTS.

This was an appeal against an order of Chitty, J., the question being as to the power of the court to direct that the proceedings under a judgment should be stayed until a party should have paid certain costs which he had been ordered to pay but had not paid. The action was brought by the purchaser for the specific performance of an agreement for the sale of some patents. The consideration for the sale was to be the sum of £4,000 in cash, to be paid at once, and one-half the price to be obtained by a syndicate, for which the plaintiff (the purchaser) was a trustee, on all sales, licences, and other dealings with the patent rights, whether in cash or shares. The agreement was to be void unless before the 30th of June, 1883, the members of the syndicate should have formed a joint stock company, which should agree to purchase and work the patents, and pay for them at least £30,000 in cash and one-third of the capital of the company in fully paid-up shares. Judgment for specific performance of the agreement was, on the 1st of December, 1883, taken by consent. The vendor (the original defendant) alleged that under the agreement a sum of £15,000 cash and certain shares in the company to be formed ought to be paid and allotted to him, and after the judgment he took various proceedings with the view of having the cash paid and the shares allotted to him. Three of his applications were dismissed with costs, and the proceedings were considered by the judge vexatious. The sum of £255 19s. 3d. was due in respect of the costs. The vendor having died in 1885, the action was revived against his administratrix, and an assignment of the patents was settled in chambers and executed by her, and on the 5th of May, 1887, a summons was taken out by her for payment by the purchasers of £15,000 cash and the allotment of 1,500 fully paid-up shares in a company which had been formed for working the patents. On the 16th of May, 1887, the purchasers took out a summons to stay all further proceedings in the action, until the amount due to them for costs had been paid. Chitty, J., held that the court had inherent jurisdiction to stay proceedings which were shewn to be vexatious, and that the summons which had been taken out by the administratrix was substantially the same as one of the applications by the deceased vendor, which had been dismissed with costs. His lordship accordingly made an order staying proceedings by the administratrix, until the costs due to the purchasers should have been paid.

THE COURT (COTTON, LINDLEY, and BOWEN, L.J.J.), affirmed the decision. COTTON, L.J., said that in the opinion of Chitty, J., the proceedings of the administratrix were a mere continuation of one of the former applications which had been dismissed with costs, and to allow such continuation without the costs being paid would be to allow the administratrix to prosecute vexatious and oppressive proceedings. LINDLEY, and BOWEN, L.J.J., concurred.—COUNSEL, *Latham, Q.C., and Oswald; Romer, Q.C., Beale, Q.C., and Ribton.* SOLICITORS, *Wood, Bird, & Wood; Pyke & Minchin.*

#### HIGH COURT—CHANCERY DIVISION.

Re BULLEN SMITH, BERNERS v. BULLEN SMITH—Kay, J., 13th March.

DOMICILE—RESIDENCE.

The testator was a Scotchman and lived in Scotland till the age of sixteen, when he came to London. Seven years afterwards, in 1855, he went to Calcutta, and lived there, first as clerk and then as partner, till 1877, when he returned to England and was appointed a member of the Indian Council. He lived in various leasehold houses in England with his wife and family till his death in 1887. He had no property in Scotland, but was possessed of considerable personal estate elsewhere. His will was made at Calcutta in English form.

KAY, J., said that there was nothing to shew that the testator intended to return to Scotland or treated himself as a Scotchman. Everything that he did, including the form of his will, shewed that his domicile at the time of his death was English.—COUNSEL, *Sheldon; A. Young; Birrell; Cababi.* SOLICITORS, *Saunderson & Holland; Harley, Jones, & Julius; E. B. Lawes.*

#### GRAY v. ROBERTS—Chitty, J., 9th March.

R. S. C., 1883, XXVII., 11—JUDGMENT IN DEFAULT OF PLEADING—PROOF OF PLEADING.

In this case a motion was made, under ord. 27, r. 11, by the plaintiff in a

foreclosure action, for judgment in default of appearance and defence. The property comprised in the mortgage was subject to a life-interest, and in the plaintiff's statement of claim it was alleged that the owner of the life-interest was dead. The plaintiff, for the purpose of the motion, produced an affidavit proving the death of the owner of the life-interest.

CHITTY, J., said that in moving for judgment under ord. 27, r. 11, it was neither necessary nor right to file affidavits. For instance, in the case of such a motion made in an action for specific performance of an agreement, all that the plaintiff would be entitled to would be the enforcement of the agreement mentioned in the pleadings, and to prove the agreement would be irregular. In such cases the applicant took judgment according to his pleadings and at his own risk.—COUNSEL, *H. Warlters Horne.* SOLICITOR, *J. Rezworhty.*

Re THE EAST AND WEST INDIA DOCK CO.—Chitty, J., 12th March.

RAILWAY COMPANY—RECEIVER AND MANAGER—RAILWAY COMPANIES ACT, 1867, ss. 3, 4.

In this case, a petition having been presented by a mortgagee and judgment creditor under the Railway Companies Act, 1867, for the appointment of a receiver and manager of the company's undertaking, the question arose whether the company, although not originally constituted as a railway company, was notwithstanding a railway company within the meaning of the Act, which provides (section 3) that a railway company shall mean "a company constituted by Act of Parliament for the purpose of constructing, maintaining, or working a railway (either alone or in conjunction with any other purpose)." Under powers conferred by the London, Blackwall, and Millwall Extension Railway Act, 1865 (28 Vict. c. cxv.), s. 59, the London and Blackwall Railway Co., and the Millwall Canal Co., and the respondent Dock Co. were authorized to enter into agreements for the construction, use, and working of a railway called the extension railway, and in March, 1865, an agreement was made between the respondent company and the London and Blackwall Co. by which the respondent company should construct the portion of a certain line of railway passing through the respondent company's property, and that such portion should remain the property of the respondent company, with an option of working that portion. It appeared that the respondent company had constructed, worked, and maintained its portion of the line, and possessed railway plant and rolling stock of its own.

CHITTY, J., said that in the case of *The Great Northern Railway Co. v. Takourdin* (32 W. R. 559, 13 Q. B. D. 320) the Court of Appeal had held that a company with a railway constructed for ancillary or subsidiary purposes was within the Act. The enactment was satisfied so long as the purpose was one for which the company was constituted, however subordinate it might be. The term "constituted" used in section 3 was equivalent to "established" and wider than "incorporated." The Act, therefore, by which the company was constituted was not necessarily that under which it was incorporated. Any Act, whether original or by which subsequently the company was constituted for the purpose of constructing, maintaining, or working a railway, was within section 3—e.g., a company by one Act established to work a canal and by another Act empowered to turn the canal into a railway, was within section 3. It had been said that a distinction should be drawn between the powers of a company and its purpose. He thought not. The proper course in a case like the present was to look at the numerous Acts relating to the respondent company and treat them as a whole, and then look at the net result in order to ascertain whether the working of a railway was one of the company's purposes within section 3. The part of the railway worked by the company was used for through traffic and not exclusively in connection with the docks. The company was not acting *ultra vires* in working the railway. As to the company having constructed it under scheduled agreements, and not directly under the Act itself, that was no reason for saying that it was constructed under an Act of Parliament, for the agreements were merely the machinery of the Act. He made the order asked for.—COUNSEL, *Romer, Q.C., and Kirby; Latham, Q.C.; Buckley, Q.C., Pollard, and T. H. Wright; Whitehouse, Q.C., and W. Ford; Ashton Cross, Butcher, Kenyon Parker, Dundas Gardiner, and Arbuthnot.* SOLICITORS, *Irvine & Hodges; Freshfields & Williams; W. A. Crump; Gadsden & Treherne; Woodhouse, Truwer, & Freeling; Fox & Thicknesse; Mackrell, Maton, & Godlee.*

Re LUXMOORE, GURDON v. WOODS—North, J., 9th March.

PRACTICE—MOTION FOR LEAVE TO ISSUE ATTACHMENT—NOTICE—R. S. C., 1883, XLIV., 2.

This was a motion for leave to issue a writ of attachment against a person who had obtained liberty to attend the proceedings in the action (an administration action) for his contempt in interfering with a receiver appointed in the action. The applicants had served notice of the motion upon the respondent's solicitors, and there was evidence that they had been unable to effect personal service on him, and that he was keeping out of the way to avoid service. It was urged that the notice to the respondent's solicitors was sufficient, and *Hewarth v. Hewarth* (11 P. D. 95) and *Callow v. Young* (W. N., 1886, pp. 183, 209) were cited.

NORTH, J., said that he would allow the applicants to give notice of the motion to the respondent by leaving the notice with his solicitors, and then the motion might be brought on again on the next motion day.—COUNSEL, *Cosens-Hardy, Q.C., and Boome.* SOLICITORS, *J. & C. Attenborough.*

MAPLE v. STEVENSON—North, J., 9th March.

PRACTICE—EXAMINATION BEFORE EXAMINER—FILING OF DEPOSITIONS—R. S. C., 1883, XXXVII., 16.

This was a motion by the plaintiffs in the action, asking that one of the



examiners of the court might be ordered, in conformity with rule 16 of order 37, forthwith to transmit to the central office of the court the original depositions of certain witnesses who had been examined before him, authenticated by his signature, in order that those depositions might be filed. The plaintiffs had moved to commit one M., and had filed affidavits in support of their motion, and an order had been made that the witnesses should be cross-examined before the examiner on their affidavits. The cross-examination of M. on behalf of the plaintiffs had been concluded, and that of the plaintiffs' witnesses on behalf of M. had been commenced. The plaintiffs objected to some of the questions which were put to their witnesses, and the examiner adjourned the further cross-examination in order that the opinion of the court might be taken as to the propriety of the questions. The present motion was then made, with a view to the filing of the depositions of those witnesses whose examination had been completed.

NORTH, J., refused to make any order upon the examiner. He saw no reason for doing so. He could, if necessary, look at the original depositions without their being filed. If it was material for the purposes of any motion by the plaintiffs that he should see the depositions, he would ask the examiner to let him look at them. On a proper application being made he should feel no difficulty in knowing what course to take. He could either dismiss the motion, or he could order that there should be no further cross-examination, or that any further cross-examination should take place in court. If there had been any attempt to abuse the power of cross-examination, he had power, on a proper application, to put a stop to it. The present motion must be refused, and the plaintiffs must pay the costs of the examination, without prejudice to the question how those costs were to be borne as between the plaintiffs and M.—COUNSEL, A. Biddall; Kenyon Parker SOLICITORS, Smith & Ryden; Tucker & Laks.

**Re FRANCKE, DRAKE v. FRANCKE—North, J., 10th March.**

ADMINISTRATION ACTION—ACTION COMMENCED BY WRIT OR ORIGINATING SUMMONS—COSTS—APPOINTMENT OF RECEIVER.

In this case a question was raised as to the power of the court to appoint a receiver in an administration action commenced by originating summons. The action (by a creditor to administer an estate) was commenced by writ, which asked for the appointment of a receiver, and on the day on which the writ was issued, on the plaintiff's motion in court, a receiver was appointed. The action now came on as a short cause upon motion for judgment, asking for the ordinary administration judgment. North, J., asked why the action had not been commenced by originating summons? The plaintiff's counsel replied that it was desired to obtain the appointment of a receiver at once, and that there was no case in which it had been held that a receiver could be appointed in an action commenced by originating summons before an order (corresponding to judgment in an action commenced by writ) had been made [vide *Gee v. Bell* (35 Ch. D. 160, 31 SOLICITORS' JOURNAL, 379) and *Weston v. Levy* (31 SOLICITORS' JOURNAL, 364)].

NORTH, J., said that in an action commenced by originating summons an order for the appointment of a receiver could be obtained, either in chambers or in court, immediately after the service of the summons. He should, therefore, allow the plaintiff only such costs as would have been incurred if the action had been commenced by summons.—COUNSEL, Butcher; W. O. Hodges. SOLICITORS, W. A. Crump & Son; Irvine & Hodges.

**Re THE LONDON AND LANCASHIRE PAPER MILLS CO.—North, J., 10th March.**

COMPANY—WINDING UP—EXAMINATION OF DIRECTOR—LEAVE TO CONTRIBUTORY TO ATTEND AND CROSS-EXAMINE—COMPANIES ACT, 1862, s. 115.

This was a motion by a director of the company to discharge an order which had been made, giving leave to a contributory to attend an examination of, and to cross-examine, the applicant. The liquidator had obtained an order, under section 115 of the Companies Act, 1862, for the examination of the applicant and other directors in respect of the property and dealings of the company. The contributory had obtained an order in chambers, allowing him to attend the examination of the applicant and the other directors by the liquidator, and, after the liquidator, to examine, and, if necessary, cross-examine, the directors "touching the formation, trade dealings, and effects of the said company, or any matters relating thereto." The order was obtained (according to the practice) without notice to the directors, and was made by the chief clerk, without being brought before the judge personally. When the applicant was before the examiner he refused to answer in the presence of the contributory's solicitor. The application was supported by evidence that the solicitor was also acting as solicitor for the plaintiff in an action commenced by a contributory against the directors, including the applicant, to make the directors personally liable for representations alleged to have induced the plaintiff to take his shares; that the solicitor had been a clerk in the office of the solicitors to the liquidator, who had also been the solicitors acting in the formation of the company and for the company during its existence; and that the plaintiff's solicitor had applied by circular to the shareholders, stating that he had special knowledge of the affairs of the company, and suggesting that he should be retained in opposing their being placed on the list of contributories. The applicant alleged that the object of the order, which it was sought to set aside, was to get evidence to be used against him in the action. It was contended that the order was an abuse of the process of the court; that the examination could only be made in the interest of the company; and that, when the liquidator was acting *bona fide*, no one else would be allowed to interfere. On behalf of the contributory it was urged that he had a right to obtain the order; that the applicant was a mere witness and had no right to object; and

that under section 115 there was no appeal from the order made in chambers.

NORTH, J., discharged the order. He said that section 115 did not say on whose application the order for examination was to be made, but, generally speaking, such an order was made on the application of the liquidator, who need not make any affidavit in support of his application. If the liquidator for any reason did not wish to examine an officer, the court would, upon the propriety of the application being shown, allow a contributory to examine. It would require a strong case to justify the court in allowing both the liquidator and a contributory to examine. In the present case no ground had been shown why the contributory should interfere in the examination, especially as he had denied his liability. For many purposes a contributory did include an alleged contributory, but not for the purpose of an application in the interest of the company. The order was too wide in its terms. Section 115 said nothing about any examination in respect of the "formation" of the company. No doubt matters relating to the "formation" of the company might be important in relation to the property of the company, but as a separate subject of examination the "formation" of the company was outside the section. If the matters now brought before the court had been disclosed to the chief clerk, his lordship was satisfied the order would never have been made. It was admitted that part of the object of the solicitor who obtained the order was to make a case against the directors. It was well settled that the extraordinary power of examination under section 115 was only to be used for the benefit of the company. It was said that the present applicant was only a witness and that he had no *locus standi*. But everyone had a right to the personal opinion of the judge. The order was made *ex parte* by the chief clerk, and had never come before the judge. In the cases relied on against the right of appeal the question was whether the Court of Appeal would overrule the discretion of the judge himself; but even in such a case an appeal would lie for want of jurisdiction, and in the present case the order was partly in excess of jurisdiction. In *Heslop's Case* (15 Ch. D. 139) it was held that a witness under section 115 might appeal when the proceedings were vexatious or amounted to an abuse of the process of the court. It appeared that in the present case the depositions of other directors had been filed, and that the contributory's solicitor had obtained information by inspecting them. It had long been settled that information obtained under section 115 was not evidence of itself. His lordship thought that the depositions ought not to be filed, and he directed that the liquidator should not file the depositions taken in any further examination.—COUNSEL, Escribitt, Q.C., and Dunham; Oocens-Hardy Q.C., and C. E. E. Jenkins. SOLICITORS, Gover; Gery.

**BACON v. CAMPHAUSEN—Stirling, J., 8th March.**

TRUSTEES—CONTRIBUTION.

The three trustees of a certain estate invested £7,000, part of the trust funds, upon a mortgage. The security turning out to be insufficient, a loss of £5,000, or thereabouts, was sustained. The beneficiaries instituted an action to render the trustees liable for the loss, and in that action it was declared that the two surviving trustees, and the estate of one who had previously died, were jointly and severally liable for the amount. The plaintiffs in the present action, who were the trustees of a settlement which comprised the greater part of the estate of the deceased trustee, paid the whole of the £5,000 into court. They then sued one of the two surviving trustees for his one-third contribution, and recovered judgment against him. He was, however, insolvent, and nothing was obtained. They then commenced the present proceedings for the purpose of obtaining a contribution of one-half from the remaining trustee. There had been an arrangement between the trustees that the defendant, who was resident abroad, should take no part in carrying out the trusts, and she had not, in fact, done so.

STIRLING, J., held that the plaintiff was entitled to have contribution. It was settled by *Bahin v. Hughes* (31 Ch. D. 390) that a trustee who neglects his duty by doing nothing is as much liable as a trustee who acts honestly but erroneously.—COUNSEL, Micklem; Yate Lee. SOLICITORS, Layton, Son, & Linden; Brownlow & Howe.

**ASHLEY v. HINCKES—Stirling, J., 9th March.**

ORNAMENTAL TIMBER—FELLING BY TENANT FOR LIFE UNIMPEACHABLE FOR WASTE—RIGHT OF REMAINDERMAN TO RESTRAIN.

By a settlement made in 1855 certain real estate was settled upon trusts under which A. was tenant for life without impeachment of waste, and the plaintiff was tenant in tail in remainder. In 1859 the property settled was, in pursuance of a power in the settlement, exchanged for the mansion-house, lands, and woods with regard to which the present question arose. In 1887 A. became bankrupt, and the defendant thereupon purchased his life estate under the settlement. The defendant then felled certain trees in the neighbourhood of the mansion-house, and marked others for felling, and advertised the timber for sale. The plaintiff commenced these proceedings to restrain the defendant from cutting down any trees growing on the estate which were planted or growing thereon for the shelter or ornament of the mansion-house, or which grew in lines, walks, or vistas for the ornament of the house and gardens. The defendant then countermanded the orders given by him to fell certain of the trees, and by an affidavit stated that he would obtain the timber he required by felling 260 trees in a specified wood. The evidence was conflicting whether or not these last-mentioned trees afforded ornament or shelter to the mansion-house.

STIRLING, J., directed an inquiry in the form adopted in *Marker v.*

*Marker* (9 Hare, at pp. 22, 23), whether or not the trees could be cut without impairing the beauty of the estate or the shelter given to the mansion-house as it existed at the time of its acquisition in 1859, and he also required an undertaking in damages.—COUNSEL, *Hastings, Q.C., and Dunham; Pearson, Q.C., and Rowden.* SOLICITORS, *Jackson, Moore, & Simpson, for Macaulay & Bennett, Leicester; Crowders & Vizard.*

*Re AMERY TURNER*—Stirling, J., 10th March.

PRACTICE—SERVICE OUT OF JURISDICTION—PETITION FOR PAYMENT OUT OF COURT.

A petition was presented for payment out of court by four persons residing in this country, who claimed to be entitled to the fund. A claim to a share in it had also been made by a married woman living in America. Evidence was adduced to shew that the lady was illegitimate, and, consequently, had no interest in the fund.

STIRLING, J., ordered, in the form given in Seton, 4th ed., p. 1625, which form was also adopted in the case of *Re Gordon's Trusts* (W. N., 1887, p. 192), that the petition should be served out of the jurisdiction upon her and her husband.—COUNSEL, *Brabant.* SOLICITOR, *Brabant.*

### CASES AFFECTING SOLICITORS.

*Re A. & B.*—Kay, J., 14th March.

TAXATION OF SOLICITOR'S BILL—REDUCED AMOUNT ACCEPTED—SUBSEQUENT TAXATION—SPECIAL CIRCUMSTANCES—6 & 7 VICT. c. 73, s. 37.

This was an adjourned summons, by which the client asked, together with other matters which were not pressed, that the decision of the taxing master might be reviewed, and that the solicitors might be ordered to pay the costs of the taxation of their bill, on the ground that more than one-sixth of the bill had been taxed off. The bill amounted to £26 8s. 3d., but the solicitors agreed to take £20 0s. 5d., and this was paid, and accepted in full payment. The client subsequently changed his solicitors, and asked to have the bill delivered, whereupon the solicitors delivered the original bill, with a note at the foot thereof that "the above bill of costs was agreed and settled in account with Mr. H. on the passing of the surrender . . . on the 24th April, 1886, at the sum of £20 0s. 5d." An order for taxation was made, and an application to discharge that order was refused. The taxation proceeded, and resulted in the reduction of the bill to £20 16s. 7d.—i.e., a reduction of more than one-sixth. The taxing master by his certificate directed that the client should pay the costs of the taxation, on the ground that, though the reduction exceeded one-sixth, it did not bring the bill down to the amount accepted, and that this distinguished the case from *Re Carthoe, Re Paull* (32 W. R. 875, 901, 940, 27 Ch. D. 485).

KAY, J., said that the solicitors had accepted a certain sum in full discharge of their claims, but the client had afterwards desired to have the bill taxed. He changed his solicitor, and asked to have a bill delivered. The bill, as delivered, was considerably larger than the amount which had been accepted, and the client insisted on having it taxed. Accordingly it was taxed, and the result of the taxation was to diminish it by more than one-sixth, but not to bring it so low as the sum which had been accepted; therefore the taxation was perfectly idle, for the client wanted to make out that the sum accepted was more than he ought to have paid. On the other hand, the solicitors were clearly wrong, for they delivered a bill of costs more than one-sixth larger than they ought to have delivered. Under section 37 of the Act of 1843 the taxing master might certify any special circumstances relating to the taxation, and here he had certified that [His lordship referred to the taxing master's reasons and decision, and continued:—] That came to this, that the solicitors, although they had delivered a bill one-sixth too large, were to get all the costs of the taxation. The object of the Act was to prevent solicitors delivering bills one-sixth larger than they ought to be, and most distinctly the solicitors in this case had come within the very mischief the statute was intended to provide against. The taxation had resulted in no good to the client, but surely when he saw the amount of the bill he was justified in having it taxed. If the solicitors had delivered a proper bill very likely there would have been no taxation. They had delivered an improper bill, and his lordship thought that the justice of the case would be met by giving no costs of the taxation to either party. The summons contained a number of other matters into which counsel for the solicitors had not seen fit to enter, so he would deal with that in the same way and give no costs of the summons.—COUNSEL, *Vernon R. Smith; Farwell.*

*Ex parte TURNER* (A SOLICITOR)—Q. B. Div., 14th March.

This was the case of Mr. Turner, a solicitor, who had been fined by his Honour Judge Jordan, the county court judge at Newcastle-under-Lyme, for a supposed contempt. A rule had been obtained on the part of Mr. Turner for a *certiorari* to set aside the order on several grounds, in substance, that there was no reasonable ground for treating anything said or done by him as a contempt of court, and that there was no evidence on which the judge could reasonably hold that a contempt had been committed. A warrant having been issued for non-payment of the fine, it was desired to add, as an additional ground for a *certiorari* to bring up the warrant of commitment, that it did not provide that Mr. Turner should be discharged on payment of the fine. Counsel now moved on the part of Mr. Turner for leave to add this as a ground for the *certiorari*.

THE COURT (MANISTY and HAWKINS, JJ.) allowed it to be added.—*Times.*

### UNQUALIFIED PRACTITIONERS IN COUNTY COURTS.

At the Halifax County Court on the 8th inst. Judge Snagge said:—My attention has been called to a paragraph in some of the law newspapers reproducing a paragraph presumably copied from a report of the Halifax Law Society (*ante*, p. 208). Whether the insertion of that paragraph and its subsequent appearance elsewhere was through a misapprehension or not I do not know, but I had better say plainly and at once what my views are upon the subject to which it refers—namely, that of unqualified practitioners appearing as the representatives of absent parties in county court proceedings. When a deputation from the society waited upon me some time ago, I expressed my views upon the general principle very plainly, and said that I concurred with the remarks made upon the subject by Judge Lushington. To these observations I adhere. I cannot too plainly state what the general principle is. In the county court a man may appear in person or by a solicitor. If he is not represented by his solicitor, there are certain other cases in which he may be represented. In the event of its not being convenient for him to come himself, he may, by leave of the court, be represented by a member of his family, by a friendly neighbour, or by someone in his employment—for instance, by a clerk or bookkeeper. Such persons are removed from the temptation to act as professional agents. Any man, however, who seeks to act as a professional agent must be someone over whom the court has control. I cannot allow any layman outside the class I have named to appear for absent parties in this court. I cannot too plainly put that. The class of accountants and debt collectors are a very useful class, but their function is not to represent absent parties, and I cannot allow them to appear in that capacity. There are cases in which they render great assistance to the court. For instance, when illiterate parties appear in person, it is an advantage to them to have someone who can examine and explain the accounts before they come into court. This is frequently done, and I have had assistance—and very valuable assistance—from these people. Again, in applications for administration orders, where the applicant admits that he owes a debt to some absent shopkeeper, I do allow an accountant to go into the accounts, and, so far as mere figures are in dispute, I allow him to question the accuracy of the figures, but no more; and very frequently I give the conduct of such orders to one or two of those accountants known to me for years as being frequently in the court and as men whom I can trust. I am bound to say also that their trust on such matters has been discharged most conscientiously. But if they wish to call witnesses and appear on behalf of absent parties, they are going beyond the line, and they must not be surprised if they are prohibited from so appearing. I am sorry to have at this time of day to speak so plainly, and I would not have referred to it, but the paragraph in the report was most startling in its terms.

### LAW SOCIETIES.

#### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst., Mr. Henry Roscoe in the chair. The other directors present were Messrs. W. Beriah Brook, H. Morten Cotton, Edwin Hedger, J. H. Kays, J. Anderson Rose, Sidney Smith, F. T. Veley (Chelmsford), F. T. Woolbert, and J. T. Scott (secretary). A sum of £315 was distributed in grants of relief, three new members were admitted to the association, and other general business was transacted.

#### CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The annual meeting of this society was held on the 13th ult., Mr. T. BURN, president, in the chair.

The report of the committee and the hon. treasurer's (Mr. F. E. Roberts) accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year:—Mr. G. Boydell, of Chester, president; Mr. T. T. Kelly, of Mold, vice-president; Mr. F. E. Roberts, of Chester, and Mr. R. Farmer, of Chester, were re-elected hon. treasurer and hon. secretary.

The following gentlemen are the committee for the ensuing year:—viz., Messrs. C. W. Duncan, H. Moss, N. A. E. Way, J. Cullimore, R. Potts, all of Chester; Messrs. J. A. Hughes, J. Hopley Pierce, H. A. K. Poyser, of Wrexham; and J. Davies, of Denbigh.

Messrs. F. W. Sharpe and C. P. Douglas, both of Chester, were re-elected hon. auditors for the ensuing year.

The following are extracts from the report of the committee:—

*Members.*—The society now numbers 62 members.

*Trustees' Investments.*—The committee have passed a resolution in favour of an alteration of the "One-half Rule" laid down by certain judges of the High Court with regard to investments by trustees, and requesting the Incorporated Law Society to initiate or promote legislation sanctioning advances by trustees up to two-thirds of the value. This resolution has been referred to a committee of the Council of the Incorporated Law Society (U.K.), who have the matter under consideration.

*Unqualified Practitioners.*—It having been stated that certain solicitors were in the habit of acting with debt collectors at the Chester County Court, the committee caused inquiries to be made, but these did not lead



to results upon which, in their opinion, active steps could be taken. The committee trust that all members of the society will be careful, in the best interests of the profession, to do nothing which can in any way facilitate the operations of those who encroach upon the privileges of solicitors.

**The Land Transfer Bill.**—The Land Transfer Bill of last session has received the best attention of the committee. The committee believe that a system of registration is neither necessary nor expedient, being of opinion that reform should rather proceed in the direction of the further simplification of the present system of conveyancing, towards which so much has been done in recent years; but in any case, registration should not be made compulsory until it can be shown in practice to be for the benefit of the landowner (including in this term the artisan or labourer owner of a cottage, as well as the owner of a large estate.) Another portion of the Bill dealt with the assimilation of the devolution of realty to that of personality. Of the alterations proposed by this part of the Bill, the committee in the main saw no reason to complain, though they consider it would have been simpler and better to state at once that real estate should devolve in the same manner in all respects as personal estate. This part of the Bill should have been the subject of a separate Bill, as it bears indirectly only on the main object. Two sets of questions asking for the opinion of the society upon the principles and provisions of the Bill were received from the Incorporated Law Society (U.K.), and dealt with by the committee. The following are the replies to the latter questions.

**Question 1.**—The necessity or expediency of registration, compulsory or otherwise, and the cost necessarily incident to any such system of conveyancing as compared with that now in force. In connection with this, the council will be glad to have some details as to the average cost of sales and mortgages, especially in small transactions not exceeding £300; and as to the average proportion of small transactions in the general conveyancing business in your district?

**Answer 1.**—In the opinion of the committee, registration, whether compulsory or otherwise, is neither necessary nor expedient. If adopted, it should not be compulsory. The cost under any system of registration would be considerably greater than at present in the great majority of transactions.

The committee believe that in this society's district the average cost of sales and mortgages, in transactions between £100 and £300, is about 2½ per cent., including stamp duty. In transactions under £100 the percentage is somewhat higher, but still below the authorized scale. The average proportion of small transactions is large throughout the district. In the mining and manufacturing districts of North Wales probably four out of five transactions are of small amount, under £100, and relate to freehold cottage property or to building lots.

**Question 2.**—The advantages or disadvantages of the proposed system of double registration, that is, by the grantor as well as by the grantee?

**Answer 2.**—The committee fail to see any advantage in the proposed system of double registration, and consider registration, if made compulsory, should be by the grantee only.

**Question 3.**—The principles on which land transfer districts should be constituted, and whether they should be numerous and local, or centralized?

**Answer 3.**—Land transfer districts, if found to answer experimentally, should eventually be numerous and local, so that the registrar may be well acquainted with his district, and thus, from his local knowledge, be able for the better dispatch of business, to give information readily, and understand each transaction that comes before him.

**Question 4.**—The advantages or disadvantages of the proposed system of confirmation of titles?

**Answer 4.**—The proposed system of confirmation of titles would tend largely to foster litigation, and would throw upon owners of property an expense which, under the present system, is avoided.

**Question 5.**—The effect of the alterations or amendments of the law contemplated by the Bill, and the mode in which they can be best carried out in practice?

**Answer 5.**—The committee consider that the effect of the alterations of the law proposed in Part 4 of the Bill would be generally beneficial, but cannot suggest the mode in which they can best be carried out in practice.

**Question 6.**—The position of solicitors under the proposed scheme?

**Answer 6.**—All transactions in the registry should be effected by the parties in person, or through the agency of solicitors only. Only solicitors should be eligible for the post of local registrar.

Your secretary has received from many of the provincial law societies prints of their replies upon the same points, and will be happy to hand them to any member who may wish to peruse them. They are unanimous in condemning the Bill. The replies of the Birmingham Society, one of the most important in the country, are most emphatic. Many societies have expressed the opinion that the Incorporated Law Society (U.K.) should take steps to convene a meeting of delegates from all the provincial law societies, so that the views and influence of the profession throughout the country may be brought to bear upon the question at issue, and in this opinion the committee fully concur. They have, therefore, learned with satisfaction that the council of that society have resolved to convene a conference in London with representatives of the provincial law societies, and the committee suggest that the society at this meeting should appoint one or more representatives to attend the conference, and also the annual meeting of the Associated Provincial Law Societies which will precede it.

The President and Mr. Oullimore, at the request of the committee, attended the annual meeting of the Associated Provincial Law Societies held in London in May last. At this meeting the Land Transfer Bill was considered, and the secretaries directed to prepare a form of petition against it. This form was, after some modification, adopted by the committee, and having been engrossed and sealed, was forwarded by your secretary to the Duke of Westminster, who kindly arranged for its presentation to the House of Lords by the Earl of Cork.

The committee direct the attention of the society to the recent case *Re Newbold*, decided by the Court of Appeal on the 7th of December last, the effect of which is stated to be that in cases of sales by auction where a commission is paid to an auctioneer and charged to the client, the solicitor can neither get the scale charge nor charges under the old system as altered by schedule 2 for his work prior to the auction, and they suggest that the Incorporated Law Society (U.K.) should be invited to take some action in the matter.

The committee cannot omit to mention that after one of their meetings held at Wrexham in December last, the president of the society most hospitably entertained them at dinner.

Under the articles of association the following members of the committee retire:—Messrs. S. Smith, A. Carrington, and H. Taylor; their places will have to be filled by fresh nominations.

## LAW STUDENTS' JOURNAL.

**LAW STUDENTS' DEBATING SOCIETY.**—March 13.—Mr. W. H. Brightman in the chair.—Mr. W. Van Sommer opened the question appointed for debate, "That the case of *Yarmouth v. France* (19 Q. B. D. 647) was wrongly decided." Messrs. Herbert Smith, Woodhouse, and Zorab continued the debate in the affirmative, and Messrs. Plaskitt and Douglas in the negative. Mr. Van Sommer having replied, the question was put to the society and lost by a majority of four votes. There was a good attendance.

## LEGAL NEWS.

### OBITUARY.

Mr. LEWIS ARTHUR GOODEVE, barrister, died at Clayton Villa, Clifton Park, Clifton, on the 13th inst., after a long illness. Mr. Goodeve was the son of Mr. Joseph Goodeve, of Calcutta, and was born in 1841. He was educated at Christ Church, Oxford. He was called to the bar at the Middle Temple in Trinity Term, 1865, and he was for a short time a member of the Home Circuit. He afterwards proceeded to Calcutta, where he practised with success. He was for two years editor of the *Bengal Law Reports*, and he afterwards acted as assistant secretary to the Government of Bengal in the Legislative and Judicial Department. After his return to England he joined the Western Circuit, and settled at Bristol, where he practised locally. He was lecturer on the law of real property at University College, Bristol, from 1878 till 1880. He was author of works on the Indian Evidence Act, the Law as to Railway Passengers, the Modern Law of Real Property, and the Modern Law of Personal Property. Mr. Goodeve was married in 1869 to the daughter of Mr. Thomas John Knowles, of Heysham, Lancashire.

Mr. CHARLES SUCKLING GILMAN, solicitor, of Norwich, died on the 8th inst., in his eighty-first year, after a long illness. Mr. Gilman was born in 1807. He was admitted a solicitor in 1829, and for nearly sixty years he had conducted a large practice at Norwich. He had been for several years associated in partnership with his son, Mr. Charles Rackham Gilman, who was admitted a solicitor in 1856. Mr. Gilman was for many years a member of the Norwich Town Council, and was also a poor law guardian and one of the Norwich Paving Commissioners.

### APPOINTMENTS.

Mr. ARTHUR VENABLES KYRKE, solicitor, of Chard and Axminster, has been appointed Clerk to the Chard Burial Board, in succession to his partner, the late Mr. George Trenchard Canning. Mr. Kyrke is registrar of the Chard County Court. He was admitted a solicitor in 1878.

Mr. JAMES HOWARD BOWEN, solicitor, of Weymouth, has been appointed Clerk to the magistrates for that borough, in succession to Mr. Charles Frederick Arden, resigned. Mr. Bowen was admitted a solicitor in 1881.

Mr. JAMES ANSTIE, Q.C., Charity Commissioner has been elected a Fellow of the University of London.

Mr. GEORGE EDWARD COCKRAM, solicitor (of the firm of Partridge & Cockram), of Tiverton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN THOMAS BOND, solicitor (of the firm of Square, Bridgeman, Bond, & Pearce), of Plymouth and Tavistock, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAMES STOCKTON, solicitor (of the firm of Munton & Stockton), of Banbury, has been appointed Town Clerk of Banbury, and Clerk to the Borough Court of Record and to the School Attendance Committee, on the resignation of his partner, Mr. William Munton. Mr. Stockton was admitted a solicitor in 1860.

Mr. JAMES READER WHITE BROS, barrister, has been appointed a Police Magistrate for the metropolis. Mr. Bros is the third son of Mr. Thomas Bros, barrister, and was born in 1841. He was educated at Rugby and at St. John's College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1866, and he has practised on the Oxford Circuit, and at the Berkshire and Gloucestershire Sessions. Mr. Bros was appointed Recorder of Abingdon in 1878, and he has been for several years prosecuting counsel to the Mint for Berkshire, and a revising barrister.

Mr. WILLIAM HENRY HYNDMAN JONES has been appointed a Stipendiary Magistrate in Jamaica. Mr. Jones is the only son of Mr. William Henry Jones, of Demarara, and was born in 1847. He was educated at Trinity College, Cambridge, and he was called to the bar at Lincoln's-inn in July, 1876. He has been for several years a police magistrate for the Island of Grenada.

Mr. T. J. PETERS, solicitor, of Widnes, Lancashire, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM JOHN TERRILL, solicitor and notary, of Penryn, has been appointed Deputy Town Clerk of that borough. Mr. Terrill was admitted a solicitor in 1878.

Mr. GEORGE BOYDELL, solicitor and proctor (of the firm of Boyde, Taylor, & Fluit), of Chester and Flint, has been elected President of the Chester and North Wales Incorporated Law Society for the ensuing year. Mr. Boyde was admitted a solicitor in 1845. He is clerk to the county magistrates and to the Commissioners of Taxes at Chester.

Mr. ATHELSTAN BRAXTON HICKS, barrister, has been appointed Deputy-Coroner for the City of London and the borough of Southwark. Mr. Hicks is the second son of Dr. John Braxton Hicks. He was called to the bar at the Middle Temple in Trinity Term, 1875, and he is a member of the Western Circuit. He is coroner for the Kingston Division of the county of Surrey.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTIONS.

WILLIAM KNIBB GREENWAY and WALTER EDWARD SMITH, solicitors (Christian, Greenway, & Smith), of Liverpool. March 1. The said business will henceforth be carried on by the said Walter Edward Smith alone, under the style of Christian & Co.

WILLIAM ROBINSON KING and JOSEPH FRENCH THOMPSON, solicitors (Colbeck, Thompson, & King), of Kingston-upon-Hull. Dec. 31.

ALFRED NEWTON and TEMPLER LETHERBRIDGE DOWN, solicitors (Newton & Down), of Lewisham. March 8.

SIDNEY SMITH and ARTHUR GERALD SMITH, solicitors, of No. 1, Farnival's-inn, London. Oct. 31. [Gazette, March 9.]

##### GENERAL.

Mr. Justice Mathew, in his charge to the grand jury at the Bristol Assizes on Wednesday, commented on Mr. Justice Day's views that for minor offences against persons or property sentences of long imprisonment were inexpedient and impolitic. He said he was happy to think that view was beginning to spread among all those charged with the exercise of judicial duties in criminal matters. There was, at one time, an impression—originating, he believed, with a distinguished recorder of Birmingham—that the proper way of dealing with criminals was to go on accumulating the punishment in cases where a person might be charged with subsequent trivial offences after having been once convicted. But it was forgotten that in these days we far less required to inflict heavy punishment for minor offences than was the case formerly, because we had an extremely able and vigilant police, who had the means of identifying prisoners which did not exist in former times. So that a person who had once gone wrong was generally known and his movements were constantly watched by the police. He was led to make those observations by noticing a case in the calendar where a person sixty-eight years of age was charged with a small offence, and for a previous offence, equally trivial, the wretched creature was sentenced to seven years' penal servitude. He trusted that the remarks that had fallen from the bench generally on the subject would be attended to throughout the country. In subsequently sentencing Julia Donovan, aged sixty-seven, for stealing a pair of stockings, he said she had been previously convicted several times for petty larcenies, and, besides other punishments, had been sentenced to two terms of seven and eight years' penal servitude for little offences. He thought these sentences were both unjust and absurd, and ought never to have been passed, and he only sentenced her now to one day's imprisonment.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

###### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Mar 19	Mr. Leach	Mr. Lavie	Mr. Rolt	Mr. Beal
Tuesday ... 20	Beal	Pugh	Godfrey	Leach
Wednesday 21	Godfrey	Lavie	[Rolt]	Beal
Thursday ... 22	Rolt	Pugh	Godfrey	Leach
Friday ... 23	Ward	Lavie	Rolt	Beal
Saturday ... 24	Pemberton	Pugh	Godfrey	Leach
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENE.
Monday, March	19	Mr. Clowes	Mr. Carrington	Mr. Pemberton
Tuesday	20	Koe	Jackson	Ward
Wednesday	21	Clowes	Carrington	Pemberton
Thursday	22	Koe	Jackson	Ward
Friday	23	Clowes	Carrington	Pemberton
Saturday	24	Koe	Jackson	Ward

#### WINDING UP NOTICES.

London Gazette.—FRIDAY, March 9.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

ALFRED SLATTER & Co., LIMITED.—Creditors are required, on or before April 4, to send their names and addresses, and particulars of their debts or claims, to Frank Day, 45, Tabernacle st., Finsbury sq. Wednesday, April 11, at 12, is appointed for hearing and adjudicating upon debts and claims.

DRY DOCKS CORPORATION OF LONDON, LIMITED.—Petn for winding up, presented March 6, directed to be heard before Kay, J., on Saturday, March 17. Ashurst & Co., Old Jewry, solors for petner.

EDWIN FOX & Co., LIMITED.—Creditors are required, on or before April 10, to send their names and addresses, and particulars of their debts or claims to John Ball Ball, 1, Gresham bldgs, Basinghall st. Tuesday, April 17, at 12, is appointed for hearing and adjudicating upon debts and claims.

G. L. WILSON & Co., LIMITED.—Petn for winding up, presented March 6, directed to be heard before Stirling J., on Saturday, March 17. Thomson & Ward, Nicholas lane, solors for petners.

HOWATSON PATENT FURNACE CO., LIMITED.—Creditors are required, on or before April 10, to send their names and addresses, and particulars of their debts or claims, to William Shigbys Ogil, 93, Cannon st. Thursday, April 19, at 12, is appointed for hearing and adjudicating upon debts and claims.

WILKES METALLIC FLOORING AND EUREKA CONCRETE CO., LIMITED.—Petn for winding up, presented March 6, directed to be heard before Stirling, J., on March 17. Nicholson, Ely pl, Holborn, solor for petners.

##### FRIENDLY SOCIETIES DISOLVED.

AMICABLE FEMALE FRIENDLY SOCIETY, Lord Nelson Inn, Hindley, Lancaster. Feb 29.

ROYAL OAK BENEVOLENT SOCIETY, Boot Inn, Moulton, Northampton. March 5.

ST. OSWALD'S SCHOOL FRIENDLY SOCIETY, St. Oswald's School, Knuzden, Lancaster. March 5.

WESLEYAN SUNDAY SCHOOL SICK SOCIETY, Wesleyan School, St. Peter st, Blackburn, Lancaster. March 6.

London Gazette.—TUESDAY, March 13.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

DEVONPORT PUBLIC HALL CO., LIMITED.—Stirling, J., has, by an order dated Feb 14, appointed Edward Blackall, Fore st, Devonport, to be liquidator.

F. J. HARRISON & Co., LIMITED.—By an order made by Chitty, J., dated March 8, it was ordered that the voluntary winding up of the company be continued. Fleet, Hatton garden, solor for petners.

HOESY'S PATENT BROOM AND BRUSH MANUFACTURING CO., LIMITED.—Petn for winding up, presented March 13, directed to be heard before Chitty, J., on Saturday, March 24. Tarrant & Mackrell, Walbrook, agents for Brooke, Aisleborough, solor for petner.

NEATH AND BRISTOL STEAMSHIP CO., LIMITED.—Kekewich, J., has, by an order dated Feb 24, appointed Mr. John Sutherland Harwood Banner, 24, North John st, Liverpool, to be official liquidator.

VAN GELDERE AFSIMON & Co., LIMITED.—Chitty, J., has, by an order dated Jan 27, appointed James Duff, Barum House, Harrison rd, Halifax, to be official liquidator.

##### COUNTY PALATINE OF LANCASTER.

###### LIMITED IN CHANCERY.

WEST PANT-Y-GO SILVER LEAD MINING CO., LIMITED.—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Howarth, 16, North John st, Liverpool. Monday, April 16 at 11, is appointed for hearing and adjudicating upon the debts and claims.

##### FRIENDLY SOCIETIES.

###### SUSPENDED FOR THREE MONTHS.

ANCIENT ORDER OF FORESTERS' FRIENDLY SOCIETY, the Vaults, Malt st, Knutsford, Chester. March 8.

BRADWELL INDEPENDENT UNION SOCIETY, Bull's Head Inn, Bradwell, Sheffield. March 8.

ROSE OF TAWNE LODGE FRIENDLY SOCIETY, Railway Inn, Ystalyfera, Swansea. March 8.

#### CREDITORS' NOTICES.

##### UNDER ESTATES IN CHANCERY.

###### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 9.

BUDD, SOPHIA, Hayling Island, Hants. Apr 6. Cutler v. How, North, J. Herbert, Burlington gds.

MOSS, WILLIAM FREDERICK, Darnley rd, Gravesend. Apr 6. Neely v. Gill, Stirling, J. Hogau & Hughes, Martin's lane.

##### UNDER 22 & 23 VICT. CAP. 35.

###### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 6.

ANDREWS, DERIAH ELIZABETH ANN MARY, Tring, Hertford. March 31. Vaisey, Tring.

BEECH, BENITIA JANE, Egreymont terr, Lower Broughton, Salford. April 6. Dixon, Manchester.

BLACK, AGNES, Sheppard's bldgs, Gt Grimsby. April 2. Mason, Barton upon Humber.

BROWN, PETER, Monkton, Durham, Farmer. April 14. Newlands & Newlands, Jarrow.

BROWNE, WALTER GEORGE, Pewsey, Wilts, Timber Merchant. April 14. Grahame, Cobham.

BROWN, SOPHIA, East Donyland, Essex. March 25. Pope & Co, Colchester.

BUCKELEDGE, ARTHUR, Boscombe, Bournemouth, Gent. April 3. Scaddings & Bodkin, Gordon st.

BULLOCK, SARAH ELIZABETH, King Edward st, Macclesfield, Chester. April 4. Kilmister & Pattinson, Macclesfield.

BUTLER, ELIZABETH ANN, Sherbrooke rd, Fulham. April 5. Johnson & Master, Theobald's rd.

BUSH, WILLIAM, Bath, Surgeon. April 10. Gill & Bush, Bath.

CALTON, SAMUEL LEONARD, Seaman on board Merchant Ship Navigator. April 6. Dixon, Manchester.

CARMICHAEL, WILLIAM BLACK, Kingsford rd, Wandsworth, Brewer. April 26. Correllis & Mossop, Wandsworth.

CHAMBERLAIN, WILLIAM COOKE, Bristol, Brush Manufacturer. April 20. Gee, Bristol.

CHAWNER, FREDERICK, Uttoxeter, Stafford, Land and Commission Agent. April 5. Cooper & Chawner, Uttoxeter.

CLARK, PAUL, Ivesawson, Perranzabuloe, Cornwall, Farmer. April 5. Hodge & Co, Truro.

COLLINS, MARY, Groom's bldgs, Salford. April 6. Dixon, Manchester.

COLLINS, THOMAS, Hulme, Manchester, Planer. April 6. Dixon, Manchester.

GARBOD, ANNA MARIA, Horsemonden, Staplehurst, Kent. April 2. Robinson & Co, Lincoln's inn fields.



GOULD, GEORGE, Taulstock Villa, Barnet. April 9. Gould, Allerton rd  
 HADGROVE, THOMAS STEPHEN, Corbyn st, Hornsey rd, Gent. April 10. Lee & Co,  
 St Paul's churchyard  
 HERBERT, JOHN BENBOW, Augustus rd, Edgbaston, Warwick, Solicitor. April 14.  
 Barlow & Co, Birmingham  
 HILLAS, HENRIETTA, Wakefield rd, Brighton. April 12. Hardy Topham,  
 Brighton  
 HUGHES, THOMAS, Sheldon, Warwick, Farmer. March 31. Milward & Co, Bir-  
 mingham  
 HUTCHINS, GEORGE PALMER, Rutland pk villas, Bristol, Gent. March 25 Hutchins,  
 Newport, Mon  
 ILES, DANIEL, Fairfield, Gloucester, Farmer. March 31. Iles, Fairfield  
 IRELAND, RICHARD, Beckingham, Nottingham, Coal Merchant. April 17. Hayes,  
 & Son, Gainsborough  
 JESSOP, THOMAS, Endcliffe Grange, Sheffield, Esq. J.P. June 25. Wake & Sons,  
 Sheffield  
 LANE, JOHN, Tiverton, Esq. March 31. Partridge & Cockram, Tiverton  
 LAWBERT, SARAH, Sherburn, York. April 2. Jackson & Co, Malton, Yorks  
 LEWARD, SOPHIA LOUISA, Victoria st, Longsight, nr Manchester. April 6.  
 Dixon, Manchester  
 MALCOLM, LOUISA, Beechwood, Southampton. April 2. Houseman & Co,  
 Princes st  
 MANONALL, JEMIMA, North rd, Clayton, nr Manchester. April 6. Dixon, Man-  
 chester  
 MERRYFIELD, JOHN, Plymouth, Boot Maker. April 14. Snell & Holman, Ply-  
 mouth  
 MILNE, GEORGE FREDERICK HALSTED, Oldham, Brickmaker. May 3. Tweed-  
 ale & Co, Oldham  
 MITCHELL, MARGARET JANE, Newcastle upon Tyne. April 24. Brown & Son,  
 Newcastle upon Tyne  
 MOORE, JOHN, East Bridgford, Nottingham, Farmer. May 1. J. W. & G. E.  
 Kirkland, Southwell  
 MOTTRAM, MARIA THERESA, Ringwood College rd, Upper Norwood. April 30.  
 Grogson, Angel st  
 MULLANEY, CHARLOTTE, Malden rd, Kentish Town. April 9. Biggin, Cursitor st  
 MULLANEY, JOHN, New Mills, Derby, Ironmonger. April 10. Lynde & Branth-  
 waite, Manchester  
 NEWMAN, ELLEN, Camden rd. April 3. Keays, Charles st  
 POTTER, JAMES, Hyde Heath, Gt Missenden, Buckingham, Gent. June 1.  
 Francis & How, Chesham  
 REDDING, SAMUEL BUTRESS, St Mark st, Gloucester, Accountant. May 2.  
 Brown, Gloucester  
 REEBO, HERBERT, Woodville rd, Cardiff, Agent. March 31. Morris & Son,  
 Cardiff  
 SEED, ANNIE MARIA, Windsor House, Demeane rd, Manchester. April 6. Dixon,  
 Manchester  
 SHIPMAN, MARGARET SYDNEY, Southsea. March 24. Pearse & Shipman, Bishops-  
 gate st Without  
 SIDDALL, JOHN, Huntley Brook, Bury, Lancaster, Beerseller. April 12. Bull,  
 Bury  
 SIMPSON, ELIZABETH, Gloucester ter, Hyde pk. April 5. Jackson & Co, Cop-  
 thall bldgs  
 SMEE, HARRIOT, Fairbridge rd, Upper Holloway. April 3. Breese, City Press  
 chbrs, Aldersgate st  
 SMITH, FLORENCE, Lawrence, Mass, U.S. May 1. Killick & Co, Bradford  
 SMITH, VERNON GRAHAM, Easton Grey, nr Malmesbury. Lieut in King's Royal  
 Rifle Corps. April 20. Janson & Co, Finsbury circus  
 VICKERS, ELIZABETH, Limefield, Farnworth. April 24. Farrar & Hall, Man-  
 chester  
 VINCENT, SARAH, King's Lynn, Norfolk, Hotel Keeper. April 10. Ward, King's  
 Lynn  
 WALKER, CHARLES, Lound, Sutton com Lound, Nottingham, Gent. April 23.  
 Jones & Wells, East Retford  
 WALLIS, MARY ANN ELIZABETH, Burntwood lane, Wandsworth. April 28. Cor-  
 sellis & Mossop, Wandsworth  
 WEEDEN, EDWARD CHARLES, Eastbourne, Gent. April 10. Andrew & Co,  
 Clement's lane  
 WHITE, HENRY, Stratford upon Avon, Gent. April 20. Slatyer & Co, Stratford  
 upon Avon  
 WRIGHT, JAMES, Bridge st, Jarrow, Durham, Provision Dealer. April 14. New-  
 lands & Newlands, Jarrow

*London Gazette.—FRIDAY, March 9.*

AKSTER, ELIZABETH, Stopford pl, Stoke Damerel, Devon. June 9. Elworthy &  
 Co, Plymouth  
 ALEXANDER, ANNE HARRIET AUGUSTA, Eldon rd, Kensington April 21 Flower  
 & Co, Gt Winchester st  
 ALFOP, MARY HANNAH, West sq, Scarborough April 21 Turnbull & Co, Scar-  
 borough  
 BEASLEY, WILLIAM COLE, St George's sq March 20 Bedford & Co, Gt Tower st  
 BENHAM, WILLIAM THOMAS, Santiago, Chili, Doctor of Medicine March 31  
 Richards, Nottingham  
 BRETT, THOMAS, London rd, Southwark, Butcher April 18 H J & T Child,  
 Paul's Bakehouse st, EC  
 CALVER, BENJAMIN HOWES, Downham Market, Norfolk, Veterinary Surgeon.  
 April 10 Reed & Wayman, Downham Market  
 CARPENTER, CHARLES, Sutherland pl, Walworth, Wholesale Provision Merchant.  
 Apr 30. Woodroffe, Gt Dover st  
 CHAMBER, WILLIAM BOILEAU, Lieutenant in R.N. April 14. Hallett & Spottis-  
 woode, Craven st  
 COOPER, AMELIA, Steeple Aston, Oxford. April 10. Wanstrough, Bristol  
 CURTIS, ALFRED, Brondesbury rd, Kilburn, Esq. April 30. Hensman &  
 Marshall, College hill  
 DARLEY, CHARLES ALBERT, Burton Field, York, Esq. April 7. J. & R. Holtby,  
 York  
 DAVIES, Rev ALFRED WILLIAM WICKHAM, Onhouse, Suffolk, Clerk in Holy  
 Orders. March 31. Hayward & Sons, Stowmarket  
 DORNING, MARTHA, Aughton rd, Birkdale, Lancaster. April 10. Sephton,  
 Liverpool  
 FORTESCUE, ELIZABETH, Albert rd, South Norwood. April 30. Tufnell & Co,  
 King's Bench walk  
 FRERSON, LAVINIA, Earl Howe st, Leicester. May 1. Stevenson & Son, Leicester  
 GILLET, ELIZABETH WILLIAMS, Ambrose hill, Clifton Wood, Bristol. April 6.  
 Morgan, Cardiff  
 HERBERT, KATHERINE, St Germain's villas, Brockley rd, Forest hill. April 30.  
 Smith & Sons, Furnival's inn  
 HILL, ANN, Lifton, Devon. April 30. White & Co, Launceston  
 HUNT, CHARLES, Booth st, Holbeck, Leeds, Plumber April 7 South Leeds  
 JURY, JAMES, Hayselden House, Sissinghurst, nr Staplehurst, Kent April 18  
 Chalkor, Wakefield  
 LETTSON, WILLIAM GABRIEL, Norwood rd, Lower Norwood, Charge d'Affaires  
 at Monte Video. May 9. Waddington, The Broadway, Hammer-smith  
 LIGHT, ANN LUANA, Shirley rd, Freemantle, nr Southampton April 14 Hick-  
 man & Son, Southampton

LODGE, Rev ANEURIN LLOYD, the Rectory, Lancaster, Clerk. April 7. Whitley  
 & Co, Liverpool  
 LUDDGATE, JAMES, Canterbury rd, Croydon, Esq. April 30. Hensman & Mar-  
 shall, College hill  
 PARKER, GEORGE, Bradley, Derby, Clerk in Holy Orders Butler, Broughton in  
 Fildes  
 PEARSON, MARY, Clifton Down, Clifton, Bristol. April 23. Gwynn & Gwynn  
 Bristol  
 PRICE, SAMUEL, Collatons, Bow, Devon, Gent. April 5. Pope, Exeter  
 ROBINSON, JAMES, Albemarle cres, Scarborough, York, Gent. March 21. Draw-  
 bridge & Rowntree, Scarborough  
 SANGSTER, EUPHEMIA, Gloucester cres, Hyde Park. April 2. Gabriel, Lincoln's  
 inn fields  
 SERJEANT, JOHN, Parkfield rd, Liverpool, Pawnbroker April 21 Bremner & Co,  
 Liverpool  
 SHARLAND, ARTHUR ORUWYS, Tiverton, Devon, Solicitor. June 1. Meredith &  
 Co, New sq  
 SMITH, HENRY, Griffin Brewery, Chiswick. April 7. Frere & Co, Lincoln's inn  
 fields  
 TEMPLE, HANNAH, Chapelfield within Pilkington, Lancaster. March 20.  
 Grundy & Co, Manchester  
 TIPPETT, JANE TREVILLIAN, Melbourne st, Plymouth. April 23. Adams, Ply-  
 mouth  
 VANCILLE, ROLANDE, Sidcup, Kent. June 5. Arnold & Co, Carey st

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing  
 or renting a house have the Sanitary arrangements thoroughly examined by an  
 expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., West-  
 minster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY,  
 Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after  
 suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

## BANKRUPTCY NOTICES.

*London Gazette.—FRIDAY, March 9.*

## RECEIVING ORDERS.

ALMOND, JOHN, Croston, Lancs, Beerseller Bolton Pet Feb 18 Ord March 5  
 ASHEY, EDGAR OSBORNE, Hastings Hastings Pet Feb 23 Ord March 3  
 BISHOP, WILLIAM WALTER, Westmorland rd, Camberwell, Hosiery High Court  
 Pet March 7 Ord March 7  
 BUTT, GEORGE ROBERT, King's Head ct, Beech st, Barbican, Furrier High  
 Court Pet Feb 13 Ord March 6  
 CAMERON, JOSEPH GEORGE ELLIS, Uxbridge rd, Shepherd's Bush, Gent High  
 Court Pet Jan 26 Ord March 6  
 CARTER, JOHN, Whitwell, nr Welwyn, Hertford, Publican Luton Pet Feb 24  
 Ord March 7  
 CLARK, WILLIAM, jun, West Hartlepool, Painter Sunderland Pet Feb 14 Ord  
 March 5  
 COLLINS, JAMES, Branksome rd, Acre lane, Brixton, Builder High Court Pet  
 March 6 Ord March 6  
 COX, GEORGE, Dunstable, Beds, Coal Merchant Luton Pet March 7 Ord  
 March 7  
 DEWEY, SAMUEL, Swanage, Dorset, Licensed Victualler Poole Pet March 5  
 Ord March 5  
 DOWNES, JOSEPH, Macclesfield, Baker's Assistant Macclesfield Pet March 7  
 Ord March 7  
 EVERS, JOHN, Leeds, Linen Manufacturer Leeds Pet March 5 Ord March 5  
 FARROW, JOHN, Gt Grimsby, Joiner Gt Grimsby Pet March 5 Ord March 5  
 HALL, HENRY, Sheffield, Hay Merchant Sheffield Pet March 6 Ord March 6  
 HARE, CHARLES, Holme on Spalding Moor, Yorks, Farmer Kingston upon Hull  
 Pet March 7 Ord March 7  
 HARVEY, FRANK, Bishopston, Gloucester, Carpenter Bristol Pet March 5 Ord  
 March 5  
 HOUGH, PATRICK, Bloxwich, Stafford, Licensed Victualler Walsall Pet March  
 6 Ord March 6  
 HOWARD, GEORGE, Kingston upon Hull, Smackowner Kingston upon Hull Pet  
 March 5 Ord March 5  
 JACKSON, EDGAR WILLIAM, residence unknown, Stockbroker High Court Pet  
 Feb 9 Ord March 7  
 JAMIESON, ROBERT, Branksome, Dorset, Gent Poole Pet March 6 Ord  
 March 6  
 JOHNSON, GEORGE, Tilney cum Islington, Norfolk, late Farmer King's Lynn  
 Pet March 5 Ord March 5  
 JONES, WILLIAM, Ll-nddelfinolen, Carnarvon, Stonemason Bangor Pet March  
 7 Ord March 7  
 KEMP, JOHN, Southsea, Confectioner Portsmouth Pet March 6 Ord March 6  
 LACKERSTEEN, JAMES FITZMAURICE, Railway ter, Streatham, Tobaccoist  
 Wandsworth Pet March 5 Ord March 5  
 LAMBERT, JOHN HENRY, Nottingham, Restaurant Proprietor Nottingham Pet  
 March 5 Ord March 5  
 LLOYD, BENJAMIN GRIFFITH, and THOMAS JOHN CORSCADEN, Oxtou, Cheshire  
 Grocers Birkenhead Pet March 5 Ord March 5  
 MARSTON, GEORGE HENRY, Lordship terr, East Dulwich, Chemist High Court  
 Pet March 5 Ord March 6  
 MCLELLAN, RICHARD, Tonbridge, Kent, Carpenter Tunbridge Wells Pet  
 March 7 Ord March 7  
 MITCHELL, EDWARD WELBANK ROBINSON, Manchester, Salesman Salford Pet  
 March 5 Ord March 7  
 PAGE, THOMAS WILLIAM, Southampton, Saddler Southampton Pet March 7  
 Ord March 7  
 PARKER, HENRY, North Petherton, Somersetshire, Baker Bridgewater Pet  
 March 6 Ord March 6  
 PAYTON, FRANCIS WILLIAM, Handsworth, Staffordshire, Diamond Mounter  
 Birmingham Pet March 7 Ord March 7  
 PIERCE, JOHN, Wellington, Salop, out of business Madeley Pet March 6 Ord  
 March 6  
 PILKINGTON, WILLIAM, jun, Wigan, no occupation Wigan Pet March 7 Ord  
 March 7  
 PRICE, GEORGE WATKIN, Ebbw Vale, Mon, Tea Dealer Tredegar Pet Feb 24  
 Ord March 5  
 PULON, CHARLES, New Malson, Yorks, Diaper Scarborough Pet March 6 Ord  
 March 6  
 SANDERSON, CHARLES HERBERT, Albert st, Regent's pk, Clerk High Court Pet  
 March 7 Ord March 7  
 SAVIN, WILLIAM, Oxford, Grocer Oxford Pet March 5 Ord March 5  
 SEWARD, CHARLES, jun, Preston, Lancs, Ironfounder Preston Pet March 6 Ord  
 March 6

SHORT, JAMES, Spennithorne, Yorks, Farmer Northallerton Pet March 7 Ord March 7  
 SMITH, JOHN RICHARD, Marden, Kent, Wheelwright Maidstone Pet March 7 Ord March 7  
 SOUTHWELL, ALBERT EDWARD, High st, West Norwood, Baker High Court Pet March 6 Ord March 6  
 SPENCER, THOMAS WILLIAM, Folkestone, Ironmonger Canterbury Pet March 7 Ord March 7  
 STEVENSON, JOHN, and JAMES STEVENSON, Old Compton st, Soho, Bakers High Court Pet March 7 Ord March 7  
 SUTCLIFFE, BESSIE, Rochdale, Sewing Machine Dealer Oldham Pet Feb 24 Ord March 7  
 SWIFT, FRANCIS, Belton, Yorks, Farmer Sheffield Pet March 7 Ord March 7  
 THRELFALL, WILLIAM, Ecclestone, Lancs, Shoemaker Bolton Pet Mar 5 Ord March 5  
 TYSON, JOHN, St John's Beckermat, Cumberland, Innkeeper Whitehaven Pet March 7 Ord March 7  
 VINING, ROBERT WILLOUGHBY, West Derby, Lancs, Patentee Liverpool Pet March 7 Ord March 7  
 VINCENT, JAMES, Liverpool, Bread Dealer Liverpool Pet Feb 22 Ord March 7  
 WARD, LUKE ANTHONY, Brighton, nr Howden, Yorks, Farmer Kingston upon Hull Pet Mar 5 Ord Mar 5  
 WATKINS, FREDERICK, Swansea, out of business Swansea Pet Mar 6 Ord Mar 6  
 WILKINSON, JOHN, York, Confectioner. York Pet Mar 6 Ord Mar 6  
 WILLIAMS, OWEN, Llanfalog, Anglesey, Retired Farmer Bangor Pet Feb 22 Ord Mar 6  
 WOOD, JOSEPH, Folkestone, Plumber Canterbury Pet Mar 7 Ord Mar 7  
 WOODWARD, EDWARD LOCKWOOD, Fortess rd, Kentish Town, Carman. High Court Pet Mar 7 Ord Mar 7

The following amended notice is substituted for that published in the London Gazette of Feb 17.

JAQUES, PHILEMON PEMBERTON, Bradford, Shipowner Bradford Pet Jan 24 Ord Feb 13

The following amended notice is substituted for that published in the London Gazette of Mar 2.

BUCKINGHAM, JOHN, Bodmin, Cornwall, Refreshment-house Keeper Truro Pet Feb 26 Ord Feb 13

#### FIRST MEETINGS.

ALMOND, JOHN, Croston, Lancs, Beerseller March 20 at 11.30 16, Wood st, Bolton  
 ATTWELL, JOHN TATAM, Louth, Cabinet Maker March 21 at 12 Off Rec, 3, Haven st, Gt Grimsby  
 BARBER, ROBERT YORK, and JOHN WILLIAM HAWLEY, Leicester, out of business March 17 at 12 28, Friar lane, Leicester  
 BEW, THOMAS, Northampton, Umbrella Maker March 19 at 4 County Court, Northampton  
 BRAGG, WILLIAM, Harleford rd, Kennington, Engineer March 16 at 12 33, Carey st, Lincoln's inn  
 BUCKLEY, GEORGE WILLIAM, Kettering, Cabinet Maker March 19 at 2 County Court, Northampton  
 BURROUGH, EDWARD PARSON, Fairfield, nr Liverpool, Team Owner March 23 at 3 Off Rec, 35, Victoria st, Liverpool  
 DEWEY, SAMUEL SWANAGE, Dorsetshire, Licensed Victualler March 19 at 3 Temperance Hall, Poole  
 EGESTAFF, EDWIN HERBERT, Chestpore, Mon, Quarry Master March 17 at 12 Off Rec, 12, Tredegar pl, Newport, Mon  
 ELLIOTT, WILLIAM, Hentland, Herefordshire, Farmer March 27 at 10 2, Offa st, Hereford  
 FINNEY, GEORGE, Anfield, nr Liverpool, Wine Merchant March 21 at 3 Off Rec, 35, Victoria st, Liverpool  
 GARNER, JOHN, Llanfair, nr Ruthin, Builder March 16 at 2 Off Rec, Crypt chbrs, Chester  
 GEHRKE, ADOLF BRENNARD WILHELM, Clarendon gdns, Maida hill, Clerk March 16 at 12 33, Carey st, Lincoln's inn  
 GUGGENHEIM, MICHAEL, Auckland rd, Upper Norwood, Hop Merchant March 19 at 12 33, Carey st, Lincoln's inn  
 GUNN, JAMES JOHN, Northallerton, Auctioneer March 17 at 10.30 Golden Lion Hotel, Northallerton  
 HOLDSWORTH, JOHN EDWARD TANKARD, ARTHUR TANKARD, and WILLIAM ISAAC WHEATLE, Bradford, Worsted Manufacturers March 19 at 11 Off Rec, 31, Manor row, Bradford  
 ILETT, EDWARD ALFRED, Chatteris, Cambridge, Commission Agent March 27 at 12 Law Courts, Peterborough  
 JAMES, ANNE, Fishguard, Pembroke, Innkeeper March 20 at 12.30 Temperance Hall, Pembroke Dock  
 LAMBERT, JOHN HENRY, Nottingham, Restaurant Proprietor March 17 at 12 Off Rec, 1, High pavement, Nottingham  
 LANGE, E. L., Cannon st, Agent March 16 at 2.30 33, Carey st, Lincoln's inn  
 LLOYD, BENJAMIN GRIFFITH, and THOMAS JOHN CORSCADEN, Birkenhead, Grocers March 21 at 12.30 Off Rec, 48, Hamilton sq, Birkenhead  
 LOCKWOOD, WILLIAM, and JOHN LEITH, St Helen's, Chemical Manufacturers March 20 at 12 Off Rec, 35, Victoria st, Liverpool  
 LORD, JAMES, Charles st, Lisson gr, Firewood Dealer March 16 at 11 33, Carey st, Lincoln's inn  
 MARSDEN, FRANKUS EMMET, Elland, Yorks, Woollen Manufacturer March 21 at 12 Off Rec, Halifax  
 MAYCOCK, JAMES, Banbury, Publican March 16 at 11 County Court, Banbury  
 PAINE, EDWARD, Harding st, Commercial rd, Grocer March 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 PARKER, HENRY, North Petherton, Somerset, Baker March 19 at 11 Bristol Arms Hotel, Bridgewater  
 PARLOUE, JOHN, Stokesley, Yorks, Innkeeper March 16 at 11 Off Rec, 8, Albert rd, Middlesborough  
 PIERCE, JOHN, Wellington, Salop, out of business March 21 at 12.30 County Court, Madeley  
 PLACE, WILLIAM, Birkby Nab, nr Ripon, Farmer Mar 22 at 11.30 Unicorn Hotel, Ripon  
 PULLON, CHARLES, Yorkersgate, New Malton, Yorks, Draper Mar 19 at 12.30 Station Hotel, York  
 QUILLIAM, WILLIAM HUGHES, Bootle, Lancs, Accountant Mar 20 at 3 Off Rec, 35, Victoria st, Liverpool  
 RIDLEY, ROBERT, South Stockton, Yorks, Coal Dealer March 16 at 11 Off Rec, 8, Albert rd, Middlesborough  
 ROSINDALE, SARAH, Leeds, out of business March 19 at 11 Off Rec, 22, Park row, Leeds  
 ROWSE, EDNEZER EDWARD, Oystermouth, Glam, Journalist Mar 17 at 12 Off Rec, 6, Rutland st, Swansea  
 SADOW, CHARLES AUGUSTUS, Forest Gate, Essex, out of business March 16 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 TAPLIN, LEWIS LLOYD, St John's Wood rd, Auctioneer March 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 THRELFALL, WILLIAM, Ecclestone, nr Chorley, Lancs, Shoemaker March 19 at 3 16, Wood st, Bolton  
 WALKER, THOMAS, Blackpool, Plasterer March 16 at 3 Off Rec, 14, Chapel st, Preston

WATKINS, FREDERICK, Swansea, out of business March 20 at 12 Off Rec, Rutland st, Swansea  
 WATTS, HENRY, Daventry, Northampton, Pork Butcher March 19 at 1 County Court, Northampton  
 WILKINSON, JOHN, York, Confectioner March 20 at 12 Off Rec, York  
 WILLIAMS, WILLIAM, Carnarvon, Baker March 16 at 3.15 Off Rec, Crypt chbrs, Chester  
 WILLMOTT, HERBERT, Gt Grimsby, Engineer March 21 at 12.30 Off Rec, 3, Haven st, Gt Grimsby

#### ADJUDICATIONS.

ALMOND, JOHN, Croston, Lancashire, Beerseller Bolton Pet Feb 18 Ord March 7  
 ASHEY, EDGAR OSBORNE, Hastings. Hastings Pet Feb 17 Ord March 7  
 BARBER, ROBERT YORK, and JOHN WILLIAM HAWLEY, Leicester, out of business Leicester Pet March 2 Ord March 5  
 BICKLE, WILLIAM, Curry Rivell, Somersetshire, Baker Yeovil Pet Feb 10 Ord March 7  
 CHAPMAN, PEISCILLA, Leicester, Boot Manufacturer Leicester Pet Feb 22 Ord March 7  
 COLLINS, JAMES, Branksome rd, Acre lane, Brixton, Builder High Court Pet March 6 Ord March 6  
 COSTICK, GEORGE FREDERICK, Hove, Sussex, Lodging House Keeper Brighton Pet Feb 23 Ord March 6  
 FARBOW, JOHN, Great Grimsby, Joiner. Great Grimsby Pet March 5 Ord March 5  
 GILCHRIST, JAMES, St Bartholomew rd, Camden Town, Accountant High Court Pet March 7 Ord March 5  
 HALL, GEORGE, Leicester, Builder Leicester Pet Feb 3 Ord Feb 29  
 HARE, CHARLES, Holme on Spalding Moor, Yorks, Farmer Kingston upon Hull Pet March 7 Ord March 7  
 HEBBANT, H. E., Barnet, Butcher High Court Pet Feb 10 Ord March 6  
 HIRST, ELL, New Mill, nr Huddersfield, Farmer Huddersfield Pet Feb 21 Ord March 7  
 HOUGH, PATRICK, Bloxwich, Staffordshire, Licensed Victualler Walsall Pet March 6 Ord March 6  
 HOWLETT, JOHN, Blackheath, Gardener Greenwich Pet Jan 3 Ord March 1  
 ILETT, EDWARD ALFRED, Chatteris, Cambridgeshire, Commission Agent Peterborough Pet Feb 20 Ord March 6  
 JAQUES, PHILEMON PEMBERTON, Bradford, Ship Owner Bradford Pet Jan 18 Ord March 6  
 JONES, WILLIAM, Llanddfeiniolen, Carnarvonshire, Stone Mason Bangor Pet March 6 Ord March 7  
 KEMP, JOHN, Southsea, Confectioner Portsmouth Pet March 6 Ord March 6  
 KOUGH, RICHARD GOFF, Newington crescent, Newington Butts, Merchant High Court Pet Jan 23 Ord March 5  
 MARSDEN, FRANKUS EMMET, Elland, Yorks, Woollen Manufacturer Halifax Pet March 3 Ord March 6  
 PAGE, THOMAS WILLIAM, Southampton, Saddler Southampton Pet March 7 Ord March 7  
 PALMER, EDWARD, Bitten, Gloucestershire, Draper Bristol Pet Aug 6 Ord March 7  
 PARKER, HENRY, North Petherton, Somersetshire, Baker Bridgewater Pet March 5 Ord March 6  
 PHILP, BENJAMIN BATTEN, Harlington, nr Hounslow, Gardener Windsor Pet Feb 18 Ord March 8  
 PIERCE, JOHN, Wellington, Salop, out of business Madeley Pet March 5 Ord March 6  
 PIRKINGTON, WILLIAM, jun, Wigan, no occupation Wigan Pet March 6 Ord March 7  
 PULLON, CHARLES, New Malton, Yorks, Draper Scarborough Pet March 6 Ord March 6  
 SHORT, JAMES, Spennithorne, Yorks, Farmer Northallerton Pet March 6 Ord March 7  
 SNEAD, JOHN ALFRED, Newington Butts, Bootmaker High Court Pet March 5 Ord March 6  
 STEPHINGS, THOMAS, Clifton, Dairyman Bristol Pet Feb 20 Ord Mar 5  
 STYLE, JOHN, Hattow rd, Paddington, Boot Manufacturer High Court Pet Feb 23 Ord March 6  
 SWIFT, FRANCIS, Belton, Yorks, Farmer Sheffield Pet March 7 Ord March 7  
 THRELFALL, WILLIAM, Ecclestone, Lancs, Shoemaker Bolton Pet March 5 Ord March 5  
 VINING, ROBERT WILLOUGHBY, West Derby, Lancs, Patentee Liverpool Pet March 7 Ord March 7  
 WALSH, JOHN, Falcon rd, Battersea, Provision Dealer Wandsworth Pet Jan 10 Ord March 5  
 WARD, LUKE ANTHONY, Brighton, nr Howden, Yorks, Farmer Kingston upon Hull Pet March 5 Ord March 5  
 WIDNALL, JOHN, Bradford, Yarn Finisher Bradford Pet Feb 9 Ord March 6  
 WILKINSON, JOHN, York, Confectioner York Pet March 6 Ord March 6  
 WILLMOTT, HERBERT, Gt Grimsby, Engineer Gt Grimsby Pet Feb 17 Ord March 6  
 WINKLES, THOMAS, Leicester, Builder Leicester Pet Feb 2 Ord Feb 29  
 WOOD, JOSEPH, Folkestone, Plumber Canterbury Pet March 6 Ord March 7

The following amended notice is substituted for that published in the London Gazette of March 6.

HARRIS, HENRY BARTLEY, Stockport, Mantle Manufacturer Stockport Pet March 3 Ord March 3

#### BANKRUPTCY ANNULLED.

CLARIDGE, FRANK ERNEST SHELLEY, Fulham rd, Captain in West India Regiment High Court Adjunct Sept 14, 1886 Annul March 6

#### RECEIVING ORDERS.

ACRES, BARNARD, Much Hadham, Hertfordshire, no occupation Hertford Pet Feb 23 Ord March 10  
 AVERY, ALFRED, West Hill, Dartford, Wine Merchant Rochester Pet March 9 Ord March 9  
 BARNES, GEORGE, Thrale rd, Streatham pk, Builder Wandsworth Pet March 19 Ord March 8  
 BARNES, LAWRENCE ROBERT, York, Chemist York Pet March 12 Ord March 12  
 BERRY, THOMAS, Mossley, Lancashire, Coal Merchant Ashton under Lyne and Sneybridge Pet March 8 Ord March 8  
 BETTS, WATERMAN, Richmond rd, Kingston, Builder Kingston, Surrey Pet Jan 21 Ord March 9  
 BUCKNALL, S. C. LINDSAY, Maidenhead Windsor Pet Jan 30 Ord March 10  
 BULLOCK, WILLIAM THORNTON, Birchington Bay, Kent, Schoolmaster Canterbury Pet March 9 Ord March 9  
 CAMERON, J BLACK, Upper Tooting Wandsworth Pet Jan 19 Ord March 8  
 CANNING, JOHN WILLIAM, and BENJAMIN CANNING, Bristol, Cabinet Manufacturers Bristol Pet March 9 Ord March 9  
 CARTWRIGHT, HENRY, Newcastle under Lyme, Licensed Victualler Hanley, Burslem, and Tunstall Pet March 10 Ord March 10  
 CASS, FREDERICK CHARLES, Sunderland, Joiner Sunderland Pet March 9 Ord March 8



COTTON, THOMAS, Boston, Clothier Boston Pet March 7 Ord March 7  
 DOWNEY, EMMA, High st, Epsom, Spinster Croydon Pet March 8 Ord March 9  
 DUNN, GEORGE DODDS, Holby, Yorks, Farmer York Pet March 10 Ord March 10  
 HALL, JAMES, Beeston, Nottingham, Lithographic Printer Nottingham Pet March 7 Ord March 7  
 HAWKE, JOHN TREZISE GUNDY, Mile End rd, Hairdresser High Court Pet March 8 Ord March 8  
 HOLLANDS, W H, Drayton rd, Croydon Croydon Pet Feb 17 Ord March 9  
 HUGGINS, WILLIAM ALFRED, Beckenham rd, Penge, Dairyman Croydon Pet Feb 15 Ord March 9  
 HUGHES, JAMES, Preston, Lancs, Draper Preston Pet March 8 Ord March 8  
 ILLINGWORTH, HENRY GEORGE, Ravenscroft rd, Beckenham, Bootmaker Croydon Pet Jan 21 Ord March 9  
 ISLIP, TOM PICKERING, Riseley, Beds, Coal Merchant Bedford Pet March 10 Ord March 10  
 JOLLIFFE, THOMAS, Portsmouth, Licensed Victualler Portsmouth Pet Feb 13 Ord March 8  
 JACKES, ALEXANDER JAMES, Southwark pk rd, Corn Dealer High Court Pet Jan 30 Ord March 10  
 JAMES, WILLIAM HENRY, Birmingham, Tailor Birmingham Pet March 7 Ord March 8  
 JELF, SARAH, Ashleworth, Glos, Innkeeper Gloucester Pet March 10 Ord March 10  
 KNIGHT, THOMAS, Bristol, Cabinetmaker Bristol Pet March 8 Ord March 9  
 LANCASTER, WILLIAM ROBERT, Kingston on Hull, Grocer Kingston on Hull Pet March 10 Ord March 10  
 MELLOR, TOM, Stalybridge, Lancs, Joiner Ashton under Lyne and Stalybridge Pet March 9 Ord March 9  
 MORRIS, WILLIAM, Cardiff, Watchmaker Cardiff Pet March 10 Ord March 10  
 MUSSON, WILLIAM, and GEORGE MUSSON, St Leonard's rd, Bromley, Grocers High Court Pet March 9 Ord March 9  
 PAINTER, ADOLPHUS EDWARD, Leadenhall st, Licensed Victualler High Court Pet Feb 21 Ord March 9  
 QUINLAN, JOHN, and GEORGE CARR, Bentham, Yorks, Indianrubber Manufacturers Kendal Pet March 9 Ord March 9  
 RAWLINGS, JAMES, Southampton, Stationer Southampton Pet Mar 9 Ord Mar 9  
 RHODES, THOMAS WILLIAM, Charnock Hall, nr Gleadless, Derbyshire, Gent Chesterfield Pet Feb 10 Ord March 8  
 RICHARDSON, JOHN, West Hartlepool, Landowner Sunderland Pet Mar 8 Ord Mar 8  
 ROAKES, THOMAS, Lewes, Carriage Builder Lewes and Eastbourne Pet Mar 10 Ord Mar 10  
 SAMWORTH, THOMAS, address unknown, Greengrocer High Court Pet Feb 17 Ord Mar 8  
 SAUNDERS, JOSEPH CHARLES, York rd, Battersea, Grocer Wandsworth Pet Mar 9 Ord Mar 9  
 SMITH, JACOB, Leeds, Cowkeeper Leeds Pet Mar 9 Ord Mar 9  
 SMITH, JAMES EDWARDS, Essex rd, Islington, Decorator High Court Pet Mar 10 Ord Mar 10  
 SPICE, THOMAS, Newark upon Trent, Grocer Nottingham Pet Mar 8 Ord Mar 8  
 TALBOT, BENJAMIN, Bradeley, nr Burslem, Builder Hanley, Burslem, and Tunstall Pet Mar 9 Ord Mar 10  
 TAYLOR, FREDERICK WILLIAM, Nottingham, Shopman Nottingham Pet Mar 7 Ord Mar 7  
 WALES, EDWARD, Kingston upon Hull, Engineer Kingston upon Hull Pet Mar 8 Ord Mar 8  
 WHITE, WILLIAM, Nottingham, Lacemaker Nottingham Pet Mar 8 Ord Mar 8  
 WINDIBANE, EDWARD T, Selhurst rd, Upper Norwood, Watchmaker Croydon Pet Feb 23 Ord Mar 9  
 WOOLSEY, RICHARD, Liverpool, Milk Dealer Liverpool Pet March 9 Ord March 9  
 WOOLTON, GEORGE MONTAGUE, Manor lane, Sutton, Builder Croydon Pet Jan 21 Ord March 9  
 WRENFORD, JOSHUA BOOTH, Knoddishall, Suffolk, Clerk in Holy Orders Ipswich Pet March 9 Ord March 9

## FIRST MEETINGS.

ABNO, WILLIAM CHARLES, Walthamstow, Glider March 20 at 11 33, Carey st, Lincoln's inn  
 AVERY, ALFRED, Darford, Wine Merchant March 23 at 11.30 Off Rec, High st, Rochester  
 BRITTELBANK, HARRY, Sheffield, Printer March 21 at 10.30 Off Rec, Figtree lane, Sheffield  
 BROOKS, WILLIAM, Manchester, Cabinet Maker March 20 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester  
 BULLOCK, WILLIAM THORNTON, Birchington Bay, Kent, Schoolmaster March 22 at 10.30 33, High st, Margate  
 CARTER, JOHN, Whitwell, nr Welwyn, Hertfordshire, Publican March 20 at 12 Off Rec, Park st West, Luton, Bedfordshire  
 CHAPMAN, WILLIAM, Rayleigh, Essex, Farmer March 21 at 11 Shirehall, Chelmsford  
 COX, GEORGE, Dunstable, Bedfordshire, Coal Merchant March 21 at 12.30 Ewen & Roberts, Solicitors, the Outer Temple, Strand, W.C.  
 CROCKER, JOHN WILLIAM, Compton Gifford, Devon, Builder March 21 at 12 10, Atherton terr, Plymouth  
 DIXON, HEDLEY, and JAMES ROBINSON, Leeds, Cloth Manufacturers March 20 at 2 Off Rec, 22, Park row, Leeds  
 DOWNES, JOSEPH, Macclesfield, Baker's Assistant March 10 at 11 Off Rec, 23, King Edward st, Macclesfield  
 DUNN, GEORGE DODDS, Holby, Yorks, Farmer March 24 at 12 Off Rec, 17, Blake st, York  
 EDWARDS, EMMA ELIZA, and GEORGE EDWARDS, High st, Camden Town, School Fitting Manufacturers March 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 FERNLEY, JOHN HENRY, Upper Tollington pk, Stroud green, Builder March 20 at 2.30 33, Carey st, Lincoln's inn  
 FRANK, AUGUSTUS, Richmond rd, Bayswater, Umbrella Manufacturer March 20 at 11 33, Carey st, Lincoln's inn  
 HALL, HENRY, Sheffield, Hay Merchant March 21 at 11 Off Rec, Figtree lane, Sheffield  
 HALL, JAMES, Beeston, Nottingham, Lithographic Printer March 20 at 12 Off Rec, 1, High pavement, Nottingham  
 HARRIS, HENRY BARTLEY, Stockport, Mantle Manufacturer March 22 at 2.30 Off Rec, County chbrs, Market pl, Stockport  
 HARRIS, HENRY, Gt Prescott st, Whitechapel, Furniture Maker March 20 at 12 33, Carey st, Lincoln's inn  
 HORNEY, RICHARD SAMUEL, Devonport, Engineer March 21 at 10 10, Athenaeum terr, Plymouth  
 HOWARD, DANIEL, Hemel Hempstead, Herts, Grocer March 23 at 11.30 Blogg & Edwards, solrs, St Albans, Herts  
 HOWARTH, SAMUEL, Swinton, Lancashire, Joiner March 20 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester  
 HUGHES, JAMES, Preston, Lancs, Draper March 22 at 3.30 Off Rec, Ogden's chbrs, Bridge st, Manchester

JOLLIFFE, THOMAS, Portsmouth, Licensed Victualler March 20 at 12.30 Chamber of Commerce, 145, Cheapside  
 KEMP, JOHN, Southsea, Confectioner March 26 at 3 166, Queen st, Portsea  
 KYDD, ALEXANDER MACPHERSON, Berwick grdns, Ridley rd, Forest Gate, Builder March 20 at 12 Bankruptcy bldgs, Lincoln's inn  
 LAMPHIN, SAMUEL JOSEPH, Plymouth, Saddler March 21 at 11 10, Athenaeum terr, Plymouth  
 LEWIS, ALFRED, Litchfield rd, Grove rd, Mile End, Tailors' Salesman March 21 at 12 33, Carey st, Lincoln's inn  
 LIGHTFOOT, GEORGE, Kingston upon Hull, Grocer March 23 at 10 Off Rec, Trinity house lane, Hull  
 MOORE, GEORGE WILLIAM PAGE, Lincoln's inn fields, Solicitor March 22 at 12 33, Carey st, Lincoln's inn  
 MUNDAY, FREDERICK GEORGE, Broadway, Wimbledon, Dealer in Sewing Machines March 20 at 11 16 Room, 30 & 31, St Swithin's lane  
 NICHOLLS, JAMES, Barton in the Clay, Bedfordshire, out of business March 20 at 11 Off Rec, Park st West, Luton, Beds  
 PAGE, THOMAS WILLIAM, Southampton, Saddler March 23 at 11 Off Rec, 4, East st, Southampton  
 PARKER, CHARLES, Hammersmith rd, West Kensington, Fruiterer March 21 at 11 Bankruptcy bldgs, Lincoln's inn  
 PILKINGTON, WILLIAM, jun, Wigan, no occupation March 27 at 10.30 Wigan County Court  
 RAWLINGS, JAMES, Southampton, Stationer March 23 at 11.30 Off Rec, 4, East st, Southampton  
 RIPPON, EDWIN, Upper st, Islington, Chemist March 22 at 11 33, Carey st, Lincoln's inn  
 SUTCLIFFE, BESSIE, Rochdale, Dealer in Sewing Machines March 21 at 3.30 Townhall, Rochdale  
 SCAMMELS, WILLIAM JAMES, Blaina, Mon, Boot Dealer March 21 at 12 Off Rec, Winkley st, Preston  
 SEWARD, CHARLES, jun, Preston, Ironfounder March 20 at 3 County Court, Winkley st, Preston  
 SMITH, JOHN RICHARD, Marden, Kent, Wheelwright March 21 at 3 Off Rec, Week st, Maidstone  
 SPENCER, THOMAS WILLIAM, Folkestone, Ironmonger Mar 21 at 12 Bankruptcy bldgs, Lincoln's inn  
 SPICE, THOMAS, Newark upon Trent, Grocer March 21 at 12 Off Rec, 1, High pavement, Nottingham  
 SUMMERS, MATHILDA MARION, Broadway, Wimbledon, Musical Instrument Dealer March 21 at 11 16 Room, 30 and 31, St Swithin's lane  
 SWEETING, CHARLES LAWRENCE, Cheltenham, Auctioneer March 20 at 3.30 County Court, Cheltenham  
 TAPLETT, JAMES, Crabb's Cross, nr Redditch, Commission Agent March 21 at 2.45 E C Browning, solr, Church green, East Redditch  
 TAYLOR, FREDERICK WILLIAM, Carrington, Nottingham, Shopman March 20 at 11 Off Rec, 1, High pavement, Nottingham  
 TAYLOR, J O R, Albemarle st, Gent Mar 22 at 2.30 33, Carey st, Lincoln's inn  
 TURNER, EDWIN WHEALM, Aston juxta Birmingham, Butcher's Manager March 21 at 11 25, Colmore row, Birmingham  
 TYSON, JOHN, St John's Beckermest, Cumberland, Innkeeper March 22 at 12 Off Rec, 57, Duke st, Whitehaven  
 WARREN, THOMAS OSCAR, Whitcombe st, Leicester sq March 20 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 WARWICK, THOMAS, Chamberwell rd, Cheesemonger March 21 at 11 33, Carey st, Lincoln's inn  
 WHITE, WILLIAM, Nottingham, Lace Maker March 21 at 11 Off Rec, 1, High pavement, Nottingham  
 WILSON, WILLIAM JAMES, Kingston on Hull, Painter March 23 at 11 Off Rec, Trinity House lane, Hull  
 WOOD, JOSEPH, Folkestone, Plumber March 22 at 2.30 73, Sandgate rd, Folkestone

## ADJUDICATIONS.

ALBERTSON, ARTHUR, Worcester, Grocer Worcester Pet Mar 3 Ord Mar 9  
 BARNES, ISAAC, Macclesfield, Coach Proprietor Macclesfield Pet Feb 23 Ord Mar 10  
 BEEB, MARY ANN, Morthoe, Devon Barnstaple Pet Feb 10 Ord Mar 8  
 BISHOP, WILLIAM WAITER, Westmoreland rd, Camberwell, Hosier High Court Pet Mar 7 Ord Mar 7  
 BURBROUGH, EDWARD FRANKSON, Fairfield, nr Liverpool, Team Owner Liverpool Pet Feb 27 Ord Mar 8  
 CARTWRIGHT, HENRY, Newcastle under Lyme, Licensed Victualler Hanley, Burslem, and Tunstall Pet Mar 10 Ord Mar 10  
 CLEAVER, FRANCIS FREDERICK, FRANCIS FREDERICK CLEAVER, jun, and HENRY CLIFTON CLEAVER, Nottingham, Lace Dressers Nottingham Pet Feb 10 Ord Mar 8  
 COOK, THOMAS, Worcester, Horse Dealer Worcester Pet Mar 3 Ord Mar 9  
 CROSSKEY, ROWLAND, and CHARLES JOHN CORRIE, Lichfield, Military Camp Furnishers Walsall Pet Feb 3 Ord Mar 8  
 DALTON, JOHN, New Mills, Cheshire, Emery Cloth Manufacturer Stockport Pet Mar 10 Ord Mar 10  
 DEWEY, SAMUEL, Swanage, Dorsetshire, Licensed Victualler Poole Pet March 5 Ord March 9  
 HALL, JAMES, Beeston, Nottinghamshire, Lithographic Printer Nottingham Pet March 7 Ord March 10  
 HAWKE, JOHN TREZISE GUNDY, Mile End rd, Hairdresser High Court Pet March 8 Ord March 8  
 JAMES, WILLIAM HENRY, Birmingham, Tailor Birmingham Pet March 7 Ord March 8  
 JELF, SARAH, Ashleworth, Gloucestershire, Innkeeper Gloucester Pet March 10 Ord March 10  
 JOHNS, THOMAS H., Colebrook terr, Islington, Gent High Court Pet Feb 6 Ord March 10  
 JOHNSON, GEORGE, Terrington St John, Norfolk, late Farmer King's Lynn Pet March 5 Ord March 9  
 JOHNSON, HERBERT SAYE, Evesham, Worcestershire, Painter Worcester Pet March 1 Ord March 9  
 LACKESTER, JAMES FITZMAURICE, Railway terr, Streatham, Tobacconist Wandsworth Pet March 5 Ord March 8  
 LAMBERT, JOHN HENRY, Nottingham, Restaurant Proprietor Nottingham Pet March 5 Ord March 9  
 LANCASTER, WILLIAM ROBERT, Kingston upon Hull, Foreman to a Cabinet Maker Kingston upon Hull Pet March 10 Ord March 10  
 LLOYD, BENJAMIN GRIFFITH, and THOMAS JOHN CORSCADEN, Birkenhead, Grocers Birkenhead Pet March 5 Ord March 9  
 MARSTON, GEORGE HENRY, Lordship ter, East Dulwich, Chemist High Court Pet March 5 Ord March 8  
 MITCHELL, EDWARD WELBANK ROBINSON, Manchester, Salesman Salford Pet March 3 Ord March 9  
 MORRIS, WILLIAM, Cardiff, Watchmaker Cardiff Pet March 10 Ord March 10  
 PRICE, GEORGE WATKIN, Ebbw Vale, Mon, Tea Dealer Tredegar Pet Feb 24 Ord March 8  
 QUINLAN, JOHN, and GEORGE CARR, Lancaster, Indianrubber Manufacturers Kendal Pet March 9 Ord March 9  
 RAWLINGS, JAMES, Southampton, Stationer Southampton Pet March 9 Ord March 9  
 RIPPON, EDWIN, Upper st, Islington, Chemist High Court Pet Feb 23 Ord March 10

FOAKES, THOMAS, Lewes, Carriage Builder Lewes and Eastbourne Pet March 10 Ord March 10  
 ROUND, DANIEL, Smethwick, Staffordshire, Baker Oldbury Pet Feb 1 Ord March 8  
 ROWER, EDWARD, Oystermouth, Glamorganshire, Journalist Swansea Pet March 5 Ord March 7  
 RIBERT, JOHN, Nottingham, Grocer Nottingham Pet Feb 20 Ord March 8  
 SMITH, JACOB, Leeds, Cowkeeper Leeds Pet March 9 Ord March 9  
 SMITH, JOHN RICHARD, Marden, Kent, Wheelwright Maidstone Pet March 6 Ord March 9  
 SMITH, RICHARD HENRY, Manchester, Importer of French Pushes Manchester Pet Feb 2 Ord March 8  
 SOUTHWELL, ALBERT EDWARD, High st West Norwood, Baker High Court Pet March 6 Ord March 10  
 SPICK, THOMAS, Newark upon Trent, Grocer Nottingham Pet March 8 Ord March 10  
 SWAN, ALFRED CHARLES, Ludham, Norfolk, Auctioneer Norwich Pet Feb 21 Ord March 9  
 TALBOT, BENJAMIN, Bradeley, nr Burslem, Builder Hanley, Burslem, and Tunstall Pet March 9 Ord March 10  
 TAPLETT, JAMES, Crab's Cross, nr Redditch, Commission Agent Warwick Pet Feb 29 Ord March 9  
 TYSON, JOHN, St John's Beckmet, Cumberland, Innkeeper Whitehaven Pet March 7 Ord March 8  
 WATKINS, FREDERICK, Swansea, out of business Swansea Pet March 6 Ord March 7  
 WILLIAMS, AMBROSE, Edgware rd, Kilburn Rise, Timber Merchant High Court Pet Feb 4 Ord March 9

ADJUDICATION ANNULLED.  
 GOODMAN, WILLIAM HENRY, Ramsgate, Builder Canterbury Adjud Dec 2 Annul March 9

SALES OF ENSUING WEEK.  
 March 19.—Messrs. KING & CHASEMORE, at the Mart, at 2 p.m., Leasehold Property (see advertisement, March 17, p. 4).  
 March 21.—Messrs. ELLIS & SON, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, March 10, p. 4).  
 March 21.—Messrs. FARRER, ELLIS, CLARK, & CO., at the Mart, at 2 p.m., Leasehold Properties and Site for the erection of Residential Flats (see advertisement, Feb. 25, p. 4).  
 March 23.—Mr. ALFRED BAKER, at the Mart, at 2 p.m., Freehold Estate (see advertisement, this week, p. 4).  
 March 23.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Property (see advertisement, this week, p. 4).

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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FIRE RESISTING SAFES, £4 10s., £5 5s., and £8 5s.

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A GENTLEMAN, retired after 30 years' service in the Legacy Duty Office, is open to Engagement by Solicitors requiring assistance at their own offices in the preparation of Legacy and Succession Accounts—Apply, in first instance, by letter to A., care of Messrs. Dalzell & Beresford, 12, Clement's-inn, W.C.

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A BARRISTER-AT-LAW (LL.B., London, First in First-Class Honours in Jurisprudence and Roman Law, and Honourman in Common Law and Equity) prepares for Legal Examinations. Tuition for the Bar, Solicitors' Intermediate and Final, 1st and 2nd LL.B. Studentship and Scholarship Examinations, privately or in class, at his Chambers, 1st and 2nd LL.B. Oral Classes to commence in April; Correspondence Classes for the same can be joined at any time for the whole or part of the course. "Recent successes of Pupils include that of the 1st in 1st Class Honours Intermediate LL.B., Lond., 1888."—For terms, &c., apply to "JURISCONSULTUS," care of his clerk, Mr. Burnett, 9, Old-square, Lincoln's-inn.

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Pamphlet and particulars on application either to the Resident Partner, Mr. C. H. TINDAL, or to the firm's Solicitors, Messrs. J. & W. MAUDE, Arundel House Arundel-street, Strand.

STIMSON'S LIST OF PROPERTIES for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 2, New Kent-road, S.E.

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Bent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 50, Chesapeake, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

UPPER THAMES STREET, E.C.—To be SOLD, as a going concern, a valuable long LEASEHOLD PROPERTY (now used as bonded warehouse), situate near Southwark-bridge, possessing a frontage to the River Thames of about 150 ft., and a return frontage of about 70 ft. The buildings are of substantial and convenient construction, and comprise excellent cellars, ground floors, and five upper floors (all well lighted), 8000 offices, strong room, &c. The property is admirably adapted for division if required, each block having a waterway to the river and access to the street. The buildings are fitted with the most approved lifting apparatus, steam cranes, &c. From the convenience of landing and access to the street the warehouses are very suitable for bonded tea warehouses.—For particulars apply to Mr. H. A. ALEXANDER, Surveyor, 72, Cannon-street, London, E.C.

## London Gazette.

Advertisements can be received at these Offices for the current Gazette without Expedition Fees until 1.15 p.m. on

Mondays and Thursdays.

## GOVERNMENT EXPEDITION FEES (ON LATE ADVERTISEMENTS).

Mondays and Thursdays ... to 4.15 p.m. 5s.  
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## REYNELL &amp; SON,

"London Gazette" and General Advertising Contractors,  
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ESTABLISHED BY THE LATE GEO. REYNELL IN 1812.

## PROVIDENT LIFE OFFICE,

50, REGENT STREET, LONDON, W.

Abstract of Annual and Quinquennial Report of the Directors, 17th February, 1888.

Proposals were received for New Assurances amounting to £539,861. Of these 954 were accepted, and Policies granted for £462,263, the annual Premiums upon which were £16,012; these figures show an increase upon the year 1886 of 101 in the number of Policies issued, £76,863 in the amount assured, and £2,419 in the new annual Premiums.

Proposals for £77,698 were declined or not completed.

The Claims for the year were £239,278, an increase of £10,770 upon the amount for 1886.

The Annual Income is now £319,719. The total funds at the close of the year were £2,501,399, an increase of £15,314.

On the 31st of December last was completed another Quinquennial period, and in accordance with the terms of the 5th Clause of the Deed of Constitution, a Valuation of the Liabilities under all Policies of Assurance has been made by the Actuary.

The Valuation of the Assets and Liabilities results in a surplus of £451,123 4s. 4d., yielding, after setting aside the ample reserve provided for under the Deed of Constitution, £6,804 15s. to the Shareholders; while the reversionary value of £218,751 14s. 3d. will be allotted to the various Policies entitled to Bonus.

## NORTHERN ASSURANCE COMPANY

Established 1839.

LONDON: 1, Moorgate-street, E.C. AMHERST,

Union-terrace.

## INCOME &amp; FUNDS (1886) :—

Fire Premiums ... .. £582,000

Life Premiums ... .. 199,000

Interest ... .. 13,000

Accumulated Funds ... .. £8,297,000

## IMPERIAL FIRE INSURANCE COMPANY.

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.

Subscribed Capital, £1,500,000; Paid-up, £300,000

Total Invested Funds over £1,600,000.

E. COZENS SMITH,

General Manager.

REVERSIONARY and LIFE INTERESTS IN LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £200,000. Interest on Loans may be capitalised.

F. S. CLAYTON, } Joint  
 O. H. CLAYTON, } Secretaries.



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